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

FORM 8-K

CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(D) OF THE
SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): August 31, 2022

INTERPACE BIOSCIENCES, INC.
(Exact name of Registrant as specified in its charter)

DELAWARE	**0-24249**	**22-2919486**
(State or other jurisdiction of incorporation)	**(Commission File Number)**	**(IRS Employer Identification No.)**

Morris Corporate Center 1, Building C
300 Interpace Parkway,
Parsippany, NJ 07054
(Address, including zip code, of Principal Executive Offices)

(855) 776-6419
Registrant's telephone number, including area code

Not Applicable
(Former name or former address, if changed since last report)

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

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

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

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

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

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
None	N/A	N/A

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

□ Emerging growth company

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

Item 1.01. Entry into a Material Definitive Agreement.

On August 31, 2022, Interpace Biosciences, Inc. (the "Company"), Interpace Pharma Solutions, Inc. (the "Subsidiary", and together with the Company, "Interpace") entered into an Asset Purchase Agreement (the "Purchase Agreement") with Flagship Biosciences, Inc. (the "Purchaser") pursuant to which the Purchaser agreed to (i) acquire substantially all of the assets of the Subsidiary used in Subsidiary's business of complex molecular analysis for the early diagnosis and treatment of cancer and supporting the development of targeted therapeutics (the "Business") and (ii) assume and pay certain liabilities related to the purchased assets as set forth in the Purchase Agreement (collectively, the "Transaction"). The Transaction closed on August 31, 2022.

As consideration for the Transaction, under the Purchase Agreement, Interpace received a total purchase price of approximately $7,000,000 ($500,000 of which has been deposited into escrow), subject to a potential post-closing working capital adjustment, and the assumption by the Purchaser of certain specified liabilities. In addition, subject to the terms and conditions set forth in the Purchase Agreement, Purchaser will pay the Subsidiary an earnout of up to $2,000,000 based on revenue for the period beginning September 1, 2021 and ending August 31, 2022.

The Purchase Agreement includes a one-year commitment of Interpace not to compete with the Business, recruit or hire any former employees of the Subsidiary who accept employment with the Purchaser in connection with the Transaction, or divert or attempt to divert from Purchaser any business to be performed from any of the contracts or agreements with customers as set forth in the Purchase Agreement. The Purchase Agreement also contains customary representations and warranties, post-closing covenants and mutual indemnification obligations for, among other things, any inaccuracy or breach of any representation or warranty and any breach or non-fulfillment of any covenant.

In connection with the Transaction, on August 31, 2022, Interpace and Purchaser entered into a Shared Services Agreement (the "Shared Services Agreement") pursuant to which Interpace agreed to provide, or cause its affiliates to provide, to the Purchaser certain services set forth in the Shared Services Agreement on a transitional basis and subject to the terms and conditions set forth in the Shared Services Agreement (the "Services"). As consideration for the Services provided by Interpace, Purchaser will pay Interpace the amounts specified for each Service as set forth in the Shared Services Agreement. Interpace's obligations to provide the Services will terminate with respect to each Service as set forth in the Shared Services Agreement.

The Purchaser has disclosed that an affiliate of Ampersand Management LLC ("Ampersand") and an affiliate of BroadOak Capital Partners ("BroadOak") have each provided equity financing to the Purchaser, collectively own a majority of the Purchaser's outstanding equity securities and are represented on its Board of Directors. The affiliate of Ampersand also owns 28,000 shares of the Company's Series B Preferred Stock, convertible into 4,666,666 shares of the Company's common stock, par value $0.01 per share, pursuant to that certain Securities Purchase and Exchange Agreement dated January 10, 2020. The affiliate of Ampersand has designated two directors to the Company's Board of Directors, Robert Gorman and Vijay Aggarwal. In addition, an affiliate of BroadOak provided the Company a term loan in the aggregate principal amount of $8,000,000 pursuant to that certain Loan and Security Agreement dated October 29, 2021 and a Convertible Note which converted into a term loan advance in the aggregate amount of $2,000,000. The total purchase price for the Transaction was determined following a sales process conducted by the Company and its advisors and an arms length negotiation between Purchaser and the Company. The purchase price was based on a market consistent multiple of anticipated revenue for a non-profitable, cash-negative business. The Transaction was approved by a majority of the disinterested directors of the Company.

The foregoing descriptions of the Purchase Agreement and the Shared Services Agreement do not purport to be complete and are qualified in their entirety by reference to the full text of the Purchase Agreement and the Shared Services Agreement, which are filed herewith as Exhibits 2.1 and 10.1, respectively, and are incorporated herein by reference.

Item 2.01. Completion of Acquisition or Disposition of Assets.

The information contained in Item 1.01 above is incorporated herein by reference.

Item 7.01. Regulation FD Disclosure.

On August 31, 2022, the Company issued a press release announcing the Transaction. A copy of the press release is furnished as Exhibit 99.1 to this Current Report on Form 8-K.

The information furnished pursuant to this Item 7.01, including Exhibit 99.1, shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to the liabilities under that Section and shall not be deemed to be incorporated by reference into any filing of the Company under the Securities Act of 1933, as amended, or the Exchange Act, except as shall be expressly set forth by specific reference in such filing.

Item 9.01. Financial Statements and Exhibits.

(b) Proforma Financial Information.

The Company's unaudited proforma consolidated statements of operations for the year ended December 31, 2021 and the six months ended June 30, 2022, the unaudited proforma consolidated balance sheet as of June 30, 2022, and the notes related thereto, are filed as Exhibit 99.2 to this Current Report on Form 8-K and incorporated herein by reference.

(d) Exhibits.

Exhibit Number	Description
2.1*	Asset Purchase Agreement, dated August 31, 2022 by and among Interpace Biosciences, Inc., Interpace Pharma Solutions, Inc. and Flagship Biosciences, Inc.
10.1*	Shared Services Agreement, dated August 31, 2022 by and among Interpace Biosciences, Inc., Interpace Pharma Solutions, Inc. and Flagship Biosciences, Inc.
99.1	Press Release, dated August 31, 2022.
99.2	The unaudited proforma consolidated statements of operations for the year ended December 31, 2021 and the six months ended June 30, 2022, the unaudited proforma consolidated balance sheet as of June 30, 2022, and the notes related thereto.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

* The schedules and exhibits to this Exhibit have been omitted. The Company agrees to furnish a copy of the omitted schedules and exhibits to the Securities and Exchange Commission on a supplemental basis upon its request.

SIGNATURE

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

Interpace Biosciences, Inc.

By: */s/ Thomas W. Burnell*
Name: Thomas W. Burnell
Title: President and Chief Executive Officer

Date: September 7, 2022

Exhibit 2.1

Execution Version

ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT (this "Agreement"), dated this 31st day of August 2022 (the "Execution Date"), by and among **Flagship Biosciences, Inc.,** a Delaware corporation (the "Purchaser"), **Interpace Pharma Solutions, Inc.,** a Delaware corporation (the "Company"), and **Interpace Biosciences, Inc.**, a Delaware corporation (the "Shareholder").

W I T N E S E T H

WHEREAS, the Company is engaged in the business of providing complex molecular analysis for the early diagnosis and treatment of cancer and supporting the development of targeted therapeutics (the "Business");

WHEREAS, the Company desires to sell certain of its assets used in the Business to the Purchaser and the Purchaser desires to purchase such assets (the "Transaction");

WHEREAS, the Shareholder owns 100% of the Company, is required to enter into certain other agreements described herein, and is receiving consideration in the Transaction; and

WHEREAS, Purchaser, the Company and the Shareholder desire to make certain representations and warranties and other agreements in connection with the Transaction as set forth herein;

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

Article 1
DEFINITIONS

1.1 **Certain Matters of Construction**. A reference to an Article, Section, Exhibit or Schedule shall mean an Article of, a Section in, or Exhibit or Schedule to, this Agreement unless otherwise expressly stated. The titles and headings herein are for reference purposes only and shall not in any manner limit the construction of this Agreement which shall be considered as a whole. The words "include," "includes" and "including" when used herein shall be deemed in each case to be followed by the words "without limitation." References to any contract (including this Agreement) or Governing Document are to the contract or Governing Document as amended, modified, supplemented, or replaced from time to time, unless otherwise stated. References to any Person include such Person's predecessors or successors, whether by merger, consolidation, amalgamation, reorganization or otherwise, and permitted assigns. Any information set forth in one section of the Schedules will be deemed to apply to other sections of the Schedules to which its relevance is apparent from the face of such disclosure (notwithstanding the omission of a reference or cross-reference thereto). The specification of any dollar amount in the representations and warranties contained in this Agreement or the inclusion of any specific item in the Schedules hereto is not intended to imply that such amounts, or higher or lower amounts, or the items so included, are or are not required to be disclosed, and no party hereto shall use the fact of the setting of such amounts or the fact of the inclusion of any such item in the Schedules in any dispute or controversy with any party hereto as to whether any obligation, item or matter not described herein or included in a Schedule hereto is or is not required to be disclosed (including whether such amounts or items are required to be disclosed as material). The information contained in the Schedules hereto is disclosed solely for the purposes of this Agreement, and no information contained therein shall be deemed to be an admission by any party hereto to any third party of any matter whatsoever, including of any violation of law or breach of any agreement. If the date specified for giving any notice or taking any action is not a Business Day (or if the period during which any notice is required to be given or any action taken expires on a date which is not a Business Day), then the date for giving such notice or taking such action (and the expiration date of such period during which notice is required to be given or action taken) shall be the next date which is a Business Day.

1.2 **Certain Definitions**. As used herein, the following terms shall have the following meanings:

Accounting Principles: shall mean means the same accounting methodologies, principles and procedures used to produce the Financial Statements.

Accounts Receivable: shall mean amounts owed to the Company by its customers and evidenced by invoices issued prior to the Closing Date or within twenty (20) days of the Closing Date, which reflect only services rendered and contractual billing milestones met through the Closing Date.

Affiliate: shall mean, with respect to any Person, any Person which, directly or indirectly, controls, is controlled by, or is under common control with, such Person.

Backlog: shall mean the value of work to be performed after the Closing Date on behalf of Company clients pursuant to Client Contracts.

Bill of Sale: shall mean that certain Bill of Sale and Assignment and Assumption Agreement, dated as of the Closing Date, in substantially the form of Exhibit C attached hereto.

Business Day: shall mean any day other than (a) Saturday or Sunday or (b) any other day on which banks in New York City, New York are permitted or required to be closed.

Closing Cash Consideration: shall mean an amount equal to (a) the Initial Purchase Price, less (b) the Escrow; less (c) the Working Capital Shortfall, if any; plus (d) the Working Capital Surplus, if any; less (d) the Transaction Expenses.

Closing Net Working Capital: shall mean Current Operating Assets less Current Operating Liabilities.

Closing Net Working Shortfall: shall mean the amount, if any, by which the Target Net Working Capital exceeds the Closing Net Working Capital.

Closing Net Working Surplus: shall mean the amount, if any, by which the Closing Net Working Capital exceeds the Target Net Working Capital.

COBRA: shall mean the provisions of Section 4980B of the Code and Part 6 of Title I of ERISA.

Code: shall mean the U.S. Internal Revenue Code of 1986, as in effect on the date hereof.

Commercial Software: shall mean those Company Assets that consist of packaged commercial software programs generally available to the public through retail dealers or authorized resellers in computer software or directly from the manufacturer which have been licensed to the Company and which are used in the Company's business but are in no way a component of or incorporated in any of the Company's products.

Company Material Adverse Effect: shall mean any materially adverse change in or effect on the financial condition, results of operations, or tangible assets of the Company; provided, that that any adverse change or effect attributable to any of the following shall not constitute, and shall not be taken into account in determining whether there has been or will be, a Company Material Adverse Effect: (a) the execution, delivery, announcement or pendency of this Agreement or the transactions contemplated by this Agreement; (b) the identity of, or the effects of any facts or circumstances relating to, Purchaser; (c) business or political conditions or conditions generally affecting the industry or segments therein in which the Company participates, the U.S. economy as a whole or the capital, credit or financial markets in general, commodity costs or the markets in which the Company operates; (d) any action taken or statement made by Purchaser or its Affiliates or their respective representatives; (e) compliance with the terms of, or the taking of any action required by, this Agreement or approved by Purchaser; (f) a delay in the Closing resulting from Buyer's breach, violation or non-performance of any provision of this Agreement; (g) any change in accounting requirements or principles or any change in applicable Laws or the interpretation or enforcement thereof by a Governmental Entity; (h) actions required to be taken under applicable laws; (i) any action taken by a Governmental Entity resulting from the obtaining of any regulatory approval, license, or consent; (j) any acts of war (whether or not declared), armed hostilities, sabotage or terrorism occurring after the date of this Agreement or the continuation, escalation or worsening of any such acts of war, armed hostilities, sabotage or terrorism threatened or underway as of the date of this Agreement; (k) any earthquakes, hurricanes, floods, fires or other natural disasters, epidemics, pandemics, disease outbreaks (including the coronavirus (COVID-19) disease or the severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) pandemic) or public health emergencies, acts of God or force majeure events, or any escalation or worsening of any of the foregoing, whether or not occurring or commenced before or after the date of this Agreement and any mandate or guidance of any Governmental Entity or any actions taken by the Company related to any of the foregoing; or (l) any failure by the Company to meet any projections, estimates, or budgets for any period prior to, on, or after the date of this Agreement (provided, that all facts underlying such failure may be taken into account in in determining whether there has been or will be, a Company Material Adverse Effect).

Computer Hardware: shall mean the computer, information technology, and data processing equipment owned by the Company.

Current Operating Assets: shall mean, as of the Effective Time, accounts receivable, net of intercompany receivables, inventory, prepaids, and other current assets.

Current Operating Liabilities: shall mean, as of the Effective Time, accounts payable, net of any intercompany payables, accrued expenses, and other current liabilities.

Environmental Claim: shall mean any actual notice alleging potential liability arising out of, based on or resulting from (a) the presence, or release of any hazardous materials, substances or wastes at any location, operated by or under the control of the Company, or (b) circumstances forming the basis of any violation, or alleged violation, of any Environmental Law.

Environmental Law: shall mean any and all Federal, state or local statutes, regulations and ordinances relating to the presence or release of any hazardous materials, substances, or wastes.

ERISA: shall mean the Employee Retirement Income Security Act of 1974, as amended.

ERISA Affiliate: shall mean with respect to a party, any member (other than that party) of a controlled group of corporations, group of trades or businesses under common control or affiliated service group that includes that party (as defined for purposes of Section 414(b), (c) and (m) of the Code).

Escrow: shall mean $500,000.

Escrow Agent: shall mean SRS Acquiom.

Escrow Agreement: shall mean the Escrow Agreement to be entered into by Purchaser, Company and the Escrow Agent as of the Closing, substantially in the form of Exhibit A.

Fraud: shall mean, with respect to a party hereto, an actual and intentional misrepresentation of a material existing fact with respect to the making of any representation or warranty in Article 3 or Article 4, made by such party, (a) with respect to Company, to the Knowledge of the Company, or (b) with respect to Purchaser, to the Knowledge of the Purchaser, of its falsity.

Fundamental Representations: shall mean the Company representations and warranties set forth in Section 3.1 (Corporate Status of the Company), Section 3.2 (Authority for Agreement), Section 3.5 (No Broker's or Finder's Fees), Section 3.8 (Pledge of Company Assets), Section 3.9 (Tax Matters), Section 4.1 (Status of Purchaser), Section 4.2 (Authority for Agreement), and Section 4.4 (No Broker's or Finder's Fees).

Governing Documents: shall mean, with respect to any particular entity, (a) if a corporation, the articles or certificate of incorporation and the bylaws; (b) if a general partnership, the partnership agreement and any statement of partnership; (c) if a limited partnership, the limited partnership agreement and the certificate of limited partnership; (d) if a limited liability company, the articles of organization and operating agreement; (e) if another type of Person, any other charter or similar document adopted or filed in connection with the creation, formation or organization of the Person; (f) all equity holders' agreements, voting agreements, voting trust agreements, joint venture agreements, registration rights agreements or other agreements or documents relating to the organization, management or operation of any Person or relating to the rights, duties and obligations of the equity-holders of any Person; and (g) any amendment or supplement to any of the foregoing.

Governmental Entity: shall mean any governmental or public body or authority of the Federal government of the United States, or of any state, municipality, or other political subdivision located therein.

Health Care Laws: shall mean, as applicable to the Business, all laws and regulations relating to companion diagnostics, imaging services, patient care, human subjects research, contract research organization services, Drug Metabolism and Pharmacokinetic ("DMPK") and bioanalytical services for both small and large molecules, biosimilar characterization services, and human health and safety, including as amended from time to time, any such law or regulation pertaining to the ownership, research (including preclinical and nonclinical and clinical research or laboratory studies), development, testing, approval, manufacturing, production, holding, preparation, propagation, compounding, conversion, use, marketing, labeling, promotion, pricing, third-party reimbursement, sale, distribution, storage, import, export or disposal of drugs, biological products and medical devices in connection with the performance of contract research organization ("CRO") obligations, including: (i) the U.S. Anti-Kickback Statute (42 U.S.C. § 1320a-7b(b)), the U.S. Civil False Claims Act (31 U.S.C. § 3729 et seq.), 42 U.S.C. §§ 1320a-7, 1320a-7a, 1320a-7b, and 1320a-7h, the federal criminal False Claims Act (18 U.S.C. § 287), False Statements Related to Health Care Matters (18 U.S.C. § 1035), the Eliminating Kickbacks in Recovery Act, 18 U.S.C. Section 220 and the regulations promulgated pursuant to such statutes and any comparable self-referral or fraud and abuse laws promulgated by any state; (ii) the U.S. Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. § 1320d et seq.), as amended by the Health Information Technology for Economic and Clinical Health Act (42 U.S.C. § 17921 et seq.), and the regulations promulgated thereunder ("HIPAA") and any Law or Regulation the purpose of which is to protect the privacy of individually-identifiable patient information; (iii) Medicare (Title XVIII of the Social Security Act); (iv) Medicaid (Title XIX of the Social Security Act); (v) the Patient Protection and Affordable Care Act of 2010, as amended by the Health Care and Education Reconciliation Act of 2010; (vi) the Federal Food, Drug, and Cosmetic Act, as amended, 21 U.S.C. § 301 et seq. ("FDCA"), the Public Health Service Act ("PHSA"), the U.S. Food and Drug Administration ("FDA") regulations promulgated thereunder, and any similar Laws and Regulations of foreign jurisdictions in which the Company currently conducts the Business or provides services; (vii) all applicable laws and regulations related to the conduct of human subjects research, clinical trials, and preclinical or laboratory studies, including The United States Federal Common Rule (45 C.F.R. Part 46), the FDA's regulations, including 21 C.F.R. Parts 50, 54, 56, 312 and 812, and Good Laboratory Practices (21 C.F.R. Part 58); and (viii) the Controlled Substances Act ("CSA") and the regulations promulgated thereunder.

Initial Purchase Price: shall mean Seven Million Dollars ($7,000,000.00).

Knowledge of the Company: shall mean the current actual knowledge of Tom Burnell and.

Knowledge of the Purchaser: shall mean the current actual knowledge of Trevor Johnson and Blaine Cheshire.

Losses: shall mean the amount of any actual damages, liabilities, obligations, deficiencies, losses, expenditures, costs or expenses (including reasonable attorneys' fees and disbursements). For purposes of determining the amount of any Loss, the amount of any Loss shall be reduced by any insurance proceeds received in respect thereof (net of costs of recovery).

Materials of Environmental Concern: shall mean any and all other substances or constituents to the extent that they are regulated by, or form the basis of liability under, any Environmental Law.

Obligations: shall mean liabilities or obligations, fixed, accrued, contingent or otherwise.

Office Lease: shall mean that certain Lease Agreement dated June 12, 2004, by and between the Company, as assignee of Cancer Genetics, Inc., a Delaware corporation, as successor-in-interest to Gentris, LLC (which became party to NC Lease via assignment by Gentris Corporation) and Southport Business Park Limited Partnership, as amended by that certain letter agreement dated October 21, 2004, as amended by that certain Second Amendment to Lease dated June 17, 2005, as amended by that certain Letter Agreement dated September 19, 2005, as amended by that certain Third Amendment to Lease dated May 25, 2006, as amended by that certain Fourth Amendment to Lease, dated December 20, 2007, as amended by that certain Fifth Amendment to Lease dated June 15, 2009, as amended by that certain Sixth Amendment to Lease dated June 3, 2010, as amended by that certain Seventh Amendment to Lease dated October 26, 2010, as amended by that certain Eighth Amendment to Lease dated July 29, 2011, as amended by that certain Ninth Amendment to Lease dated November 7, 2012, as amended and assigned by that certain Tenth Amendment to Lease, Assignment, Assumption, and Consent to Assignment dated July 15, 2014, as assigned by that certain Assignment of Lease dated July 15, 2019, as amended by that certain Eleventh Amendment to Lease dated June 1, 2020, as the same has been amended from time to time.

Order: shall mean any order, injunction, judgment, decree, ruling, assessment or arbitration award of any Governmental Entity or arbitrator.

Ordinary Course of Business: shall mean an action that is consistent in nature, scope and magnitude with the past practices of such Person and is taken in the ordinary course of the normal, day-to-day operations of such Person; does not require authorization by the board of directors or shareholders of such Person (or by any Person or group of Persons exercising similar authority) and does not require any other separate or special authorization of any nature.

Permitted Encumbrances: shall mean (a) statutory liens for current Taxes or other governmental charges not yet due and payable; (b) mechanics', carriers', workers', repairers' and similar statutory liens arising or incurred in the Ordinary Course of Business; (c) liens on personal property leased under operating leases; (d) zoning, entitlement, building and other land use regulations imposed by any Governmental Entity having jurisdiction over the real property leased pursuant to the Office Lease which are not materially violated by the current use and operation of such real property; (e) covenants, conditions, restrictions, easements and other similar matters of record affecting title to the real property leased pursuant the Office Lease which do not materially impair the occupancy or use of such property for the purposes for which it is currently used in connection with the business of the Company; and (f) Liens arising under worker's compensation, unemployment insurance, social security, retirement and similar legislation.

Person: shall mean any individual, corporation, association, limited liability company, partnership, limited liability partnership, estate, trust, Governmental Entity, or any other entity or organization.

Prorated Taxes: shall mean all personal property, real property, intangible property and other ad valorem Taxes imposed on or with respect to the Business and/or the Purchased Assets for any Straddle Period.

Purchaser Material Adverse Effect: shall mean any materially adverse change in or effect on the Purchaser's ability to consummate the transactions contemplated by this Agreement.

Shared Services Agreement: shall mean that certain shared services agreement, to be entered into on the Closing Date, by and among Purchaser, Company and Shareholder in substantially the form attached hereto as Exhibit B

Straddle Period: shall mean any taxable period beginning on or before, and ending after, the Closing Date.

Subsidiary (or Subsidiaries): shall mean, with respect to any Person (the "Owner"), any corporation or other Person of which securities or other interests having the power to elect a majority of that corporation's or other Person's board of directors or similar governing body, or otherwise having the power to direct the business and policies of that corporation or other Person (other than securities or other interests having such power only upon the happening of a contingency that has not occurred), are held by the Owner or one or more of its Subsidiaries.

Target Net Working Capital: means $1,474,937.

Taxes: shall mean all taxes, levies and other assessments, including all income, sales, use, goods and services, value added, capital, capital gains, net worth, transfer, profits, withholding, payroll, employer health, excise, real property and personal property taxes, escheat and unclaimed property obligations and any other taxes, assessments or similar charges in the nature of a tax, including unemployment insurance payments and workers compensation premiums, together with any installments with respect thereto, and any interest, fines and penalties, imposed by any Governmental Entity (including federal, state, municipal and foreign Governmental Entities) in respect of the foregoing.

Tax Return: shall mean any report, return, declaration, claim for refund, or statement with respect to Taxes, including information returns, and in all cases including any schedule or attachment thereto or amendment thereof.

Trade Accounts Payable: shall mean amounts owed by the Company to third-party vendors incurred in the Ordinary Course of Business.

Transaction Expenses: shall mean Purchaser's (and not its Affiliates or its or their equity or debt financing sources) documented, out of pocket transaction costs and expenses, not to exceed $125,000.

Work in Process: shall mean the value of services performed and earned by the Company for its customers through the Closing Date but in the Ordinary Course of Business but not yet invoiced to its customers nor reflected in Accounts Receivable.

Article 2
The Purchase And Sale of Assets

2.1 **Purchase of the Assets from the Company; Closing**. Subject to and upon the terms and conditions of this Agreement, and on the basis of the representations, warranties, covenants, and agreements herein contained, at the closing of the Transaction contemplated by this Agreement (the "Closing"), (a) Company shall sell, transfer, convey or assign and deliver to Purchaser, and Purchaser shall purchase, acquire and accept from Company the Company Assets, free and clear of any and all liens, claims, encumbrances or rights of any third party, other than the Permitted Encumbrances and (b) Purchaser shall assume from Company the Assumed Obligations. The Closing shall take place by electronic exchange of executed documents on the date hereof ("Closing Date"). All transactions contemplated hereby shall be deemed to occur simultaneously at 11:59 P.M. eastern time on the Closing Date (the "Effective Time").

2.2 **Company Assets**. As used herein "Company Assets" refers to the following assets used by Company in the Business, but does not include the Excluded Assets:

2.2.1 All past, present and prospective customers, customer relationships, customer lists, lists of prospective customers, list of opportunities, responses to requests for proposals, and files and records and any other intangible assets with respect to customers or projects related in any way to the Business.

2.2.2 All contracts, master services agreements, purchase orders, statements of work, work orders, services agreements, change orders and rights under all contracts, purchase orders, work orders, and change orders related to the Business and/or the Backlog (collectively the "Client Contracts").

2.2.3 All Work in Process and Accounts Receivable.

2.2.4 All employment contracts and employment relationships with employees of the Company, including, to the extent assignable by law, the benefits of any existing non-solicitation, non-compete non-disclosure and/or confidentiality agreements or similar contractual arrangements.

2.2.5 All fixed assets of Company used in connection with the Business including Computer Hardware and Commercial Software, and other Company owned software, furniture, fixtures, machinery, plant or other equipment, leasehold improvements and supplies.

2.2.6 All vehicles owned by the Company, except those vehicles expressly set forth on Schedule 2.3.2.

2.2.7 All Current Operating Assets.

2.2.8 All security deposits, retainers or prepayments made by Company.

2.2.9 All intangible assets and intellectual property of the Company or otherwise related to any of the items in this Section 2.2, including documents, computer and digital files, records, information, and intellectual property rights (including rights to works made for hire by Company employees and independent contractors), all trademarks, copyrights, goodwill (including any trade names related to the Business and associated goodwill), and all website content included in the website located at https://www.interpace.com/pharma-solutions and dedicated to the Business, all technology used, licensed to or created by Company or otherwise related to the Business, all rights to telephone numbers of the Business, and to all Company project history and all other intangible assets derived from or otherwise related to the Business or in any way related to any of the other items in this Section 2.2.

2.2.10 The benefit to the Company of all contracts related to Trade Accounts Payable.

2.2.11 All documents, computer and digital files, records, information, and intellectual property rights related to the items specified in this Section 2.2.

2.3 **Excluded Assets**. The following assets are expressly excluded from the Company Assets being transferred to the Purchaser pursuant to this Agreement (the "Excluded Assets"):

2.3.1 Company cash on hand, cash equivalents, and marketable securities.

2.3.2 Certain assets and vehicles of Shareholder set forth on Schedule 2.3.2.

2.3.3 Any intercompany receivable.

2.3.4 Any attorney-client privilege, including the right to assert attorney-client privilege or attorney work product privilege.

2.3.5 All rights and interest in any refund of Taxes to the extent such refund of Taxes is attributable to the Tax period, or portion thereof, ending on or prior to the Closing Date.

2.3.6 All Tax Returns and related documents and supporting work papers and any other records and returns of Company relating to Taxes, assessments and similar governmental levies (other than real and personal property Taxes, assessments and levies imposed on the Company Assets).

2.4 **Purchase Price for Company Assets**. The aggregate purchase price (the "Purchase Price") to be paid by Purchaser for the Company Assets at the Closing shall be paid by the following:

2.4.1 **Estimated Closing Cash Consideration**. Prior to the date hereof, the Company has delivered to Purchaser the Company's good faith estimate of the Current Operating Assets and Current Operating Liabilities and based on such estimates, the Company's good faith estimate of the Closing Net Working Capital (the "Estimated Closing Net Working Capital") and the Estimated Closing Cash Consideration (the "Estimated Closing Statement"). The Estimated Closing Statement (and the calculation of Estimated Closing Net Working Capital) shall be prepared and calculated in accordance with the Accounting Principles.

2.4.2 **Cash Payment**. At Closing, Purchaser will (a) pay to Company in immediately available funds an amount equal to (i) the Initial Purchase Price less (ii) the Escrow plus (iii) the Closing Net Working Capital Surplus (calculated using the Estimated Closing Net Working Capital), if any less (iv) the Estimated Closing Net Working Capital Shortfall (calculated using the Estimated Closing Net Working Capital), if any, less (v) the Transaction Expenses (the "Estimated Closing Cash Consideration") and (b) deposit the Escrow with the Escrow Agent pursuant to the Escrow Agreement.

2.4.3 **Post-Closing Adjustment**.

(a) Within ninety (90) days following the Closing Date, Purchaser shall deliver to the Company (i) Purchaser's good faith calculation of the Current Operating Assets and Current Operating Liabilities and based on such calculation, the Closing Net Working Capital and the Closing Cash Consideration (the "Closing Statement") and (ii) all records and work papers necessary to compute and verify the Closing Statement. If Purchaser does not deliver the Closing Statement to the Company within ninety (90) days after the Closing Date, then, the Company may elect (acting in its sole discretion) by giving written notice to Purchaser within ten (10) Business Days thereafter, to either (A) prepare and present the Closing Statement to Purchaser within an additional thirty (30) days thereafter or (B) designate the Estimated Closing Statement as the final Closing Statement (and the Estimated Closing Net Working Capital as the final Closing Net Working Capital and the Estimated Closing Cash Consideration as the final Closing Cash Consideration). If the Company elects to prepare the Closing Statement in accordance with the immediately preceding sentence, then all subsequent references in this Section 2.4.3(a) to Purchaser, on the one hand, and the Company, on the other hand, will be deemed to be references to the Company, on the one hand, and Purchaser, on the other hand, respectively. After delivery of the Closing Statement, the Company and its accountants shall be permitted to make inquiries of, and shall have access to, Purchaser and its accountants, accounting records, work papers and employees regarding questions concerning or disagreements with the Closing Statement arising in the course of its review thereof. If the Company has any objections to the Closing Statement, then the Company shall deliver to Purchaser a statement (an "Objection Statement") setting forth its disputes or objections (the "Objection Disputes") to the Closing Statement. If an Objection Statement is not delivered to Purchaser within thirty (30) days after receipt of the Closing Statement by the Company, then the Closing Statement as originally received by the Company shall be final, binding, and non-appealable by the Parties. If an Objection Statement is timely delivered, then Purchaser and the Company shall negotiate in good faith to resolve any Objection Disputes, but if they do not reach a final resolution within thirty (30) days after the delivery of the Objection Statement, the either the Company or Purchaser may submit (on behalf of itself and the other parties hereto) each unresolved Objection Dispute to Grant Thornton LLP or if Grant Thornton LLP is unavailable, RSM US LLP (the "Independent Auditor") to resolve such Objection Disputes. Any retainer required by the Independent Auditor shall be paid fifty percent (50%) by Purchaser and fifty percent (50%) by the Company, subject to offset and reimbursement, if applicable, pursuant to the final allocation of the fees, costs, and expenses of the Independent Auditor in accordance with this Section 2.4.3(a). The Independent Auditor shall be instructed to base its decision solely on the Closing Statement and the Objection Statement and shall work to provide for prompt resolution of any unresolved Objection Disputes and, in any event, to make its determination in respect of such Objection Disputes within thirty (30) days following its retention. The Independent Auditor's determination of such Objection Disputes shall be treated as expert determinations or appraisals under the laws of the State of Delaware and such expert determinations shall be final and binding upon the Parties and not subject to review by a court or other tribunal; provided, however, that no such determination with respect to any item reflected in the Objection Statement shall be any more favorable to Purchaser than is set forth in the Closing Statement or any more favorable to the Company than is proposed in the Objection Statement. If any unresolved Objection Disputes are submitted to the Independent Auditor, then, the fees, costs, and expenses of the Independent Auditor shall be paid by Purchaser and the Company in inverse proportion to the aggregate dollar amount of the unresolved Objection Disputes decided in favor of such party hereto (e.g., if there are $200,000 of disputed items to be determined by the Independent Auditor and the Independent Auditor determines that Purchaser's claims prevail with respect to $125,000 and the Company's claims prevail with respect to $75,000, then Purchaser would pay 37.5% of the fees, costs, and expenses of the Independent Auditor and the Company would pay 62.5% of the fees, costs, and expenses of the Independent Auditor). The final Closing Statement, however determined pursuant to this Section 2.4.3(a), will produce the Closing Net Working Capital Surplus or Closing Net Working Capital Shortfall, if any, and based on such amounts, the final Closing Cash Consideration. The process set forth in this Section 2.4.3(a) shall be the exclusive remedy of the parties hereto for any disputes related to items required to be reflected on the Closing Statement or included in the calculation of the Net Working Capital, whether or not the underlying facts and circumstances constitute a breach of any representations or warranties.

(b) If after the final determination pursuant to Section 2.4.3(a), the final Closing Cash Consideration is greater than the Estimated Closing Cash Consideration (such excess, the "Deficit"), then Purchaser shall promptly (but in any event within five (5) Business Days of the final determination thereof) pay to the Company an amount equal to the Deficit in immediately available funds.

(c) If after the final determination pursuant to Section 2.4.3(a), the Estimated Closing Cash Consideration is greater than the final Closing Cash Consideration (such excess, the "Overpayment"), then the Company shall promptly (but in any event within five (5) Business Days of the final determination thereof) pay to Purchaser an amount equal to the Overpayment in immediately available funds.

(d) The Closing Statement (and the calculation of Closing Net Working Capital) shall be prepared and calculated in accordance with the Accounting Principles, except that the Closing Statement (and the calculation of Closing Net Working Capital) shall: (i) not include any purchase accounting or other adjustment arising out of the consummation of the transactions contemplated by this Agreement; (ii) be based on facts and circumstances as they exist prior to the Closing and shall exclude the effect of any act, decision or event occurring on or after the Closing; and (iii) not reflect, directly or indirectly, any additional types of reserves or accruals that are not reflected on the most recent balance sheet included with the Financial Statements.

2.4.4 **Earn-Out**. In addition to the Initial Purchase Price, if the gross revenue (the "Earnout Revenue") of the Business for the period beginning September 1, 2021 and ending August 31, 2022 (the "Earnout Period") is greater than Seven Million Dollars ($7,000,000) (the "Minimum Revenue Target"), then on or before September 23, 2022, Purchaser shall pay to the Company an amount equal to (a) the Earnout Revenue less (b) the Minimum Revenue Target, but in no event greater than $2,000,000. If Earnout Revenue is less than or equal to the Minimum Revenue Target, no amounts will be due to the Company pursuant to this Section 2.4.4. During the Earnout Period, Purchaser shall operate the Business in the Ordinary Course of Business and shall not take any action (or cause the Business to take any action) that would, or would reasonably be expected to, reduce the Earnout Revenue.

2.4.5 **Withholding**. Purchaser shall be entitled to withhold and deduct from the consideration otherwise payable pursuant to this Agreement such amounts as Purchaser is required to deduct and withhold with respect to the making of such payment under the Code or any applicable provision of state, local or foreign Tax law; provided, however, that Purchaser shall make commercially reasonable efforts to provide advance notice of any such withholding requirement and provided further that Purchaser shall cooperate reasonably with the payee to minimize any such requirement To the extent that amounts are so withheld in accordance with applicable law, such amounts shall be treated for all purposes of this Agreement as having been paid to the Person in respect of which such deduction and withholding were made.

2.5 **Assumption of Company Obligations**. Effective with Closing and as additional consideration for the Transaction the Purchaser shall assume the following obligations of the company (the "Assumed Obligations") and thereafter Purchaser shall indemnify and hold harmless the Company and Shareholder from any liability with respect to the Assumed Obligations:

(a) Obligations of Company under the Office Lease from and after the Closing Date.

(b) Trade Accounts Payable of Company as of the Closing Date incurred in the Ordinary Course of Business and included in Closing Net Working Capital as a Current Operating Liability.

(c) Accrued payroll obligations for Transferred Employees as of the Closing Date and included in Closing Net working Capital as a Current Operating Liability, excluding payroll liabilities related to payroll tax deferrals. Purchaser's obligation under this Section 2.5(c) may include overtime for non-exempt employees.

(d) Obligations of Company for accrued vacation, holiday and sick leave for Transferred Employees (other than Shareholder), in each case as of the Closing Date, and included in Closing Net working Capital as a Current Operating Liability. A schedule of such assumed vacation, holiday and sick leave is set forth on Schedule 2.5(d). The obligation for accrued vacation, holiday and sick leave for Company exempt employees hired by Purchaser shall be paid to such exempt employees by Purchaser bi-weekly during the nine (9) month period following the Closing Date, beginning with the pay period that is close in time to two (2) months after the Closing Date. Exempt employees hired by Purchaser will be subject to Purchaser's individual leave policy.

(e) Obligations of Company related to retainers, deposits or prepayments by customers of the Business, if any, that are included in the Company Assets and subject to Section 2.6.

(f) All liabilities and obligations for (i) Taxes of Purchaser for any Tax period, (ii) any Prorated Taxes for the portion of any Straddle Period beginning after the Closing Date (determined in accordance with Section 6.10.1), and (iii) Transfer Taxes for which Purchaser is liable pursuant to Section 6.9.

(g) All Obligations of Business following the Closing related to or arising out of any Company Asset (other than resulting from breach of contract or tort prior to the Closing).

(h) The Obligations identified on Schedule 2.5(h).

(i) All other Obligations to the extent included in Closing Net Working Capital as a Current Operating Liability.

2.6 **No Other Assumption of Obligations**. Except as specifically provided in Section 2.5, Purchaser is expressly not assuming any Obligations of the Company or Shareholder including without limitation the following (the "Excluded Liabilities"):

(a) Obligations of Company or Shareholder for Taxes, obligations with respect to a Company Plan, or otherwise for or with respect to any ERISA or benefit plans. Notwithstanding the foregoing, Purchaser shall make its 401(k) plan available to Company's employees in accordance with applicable laws and regulations for "roll over" of Company employee current 401(k) funds.

(b) Obligations of Company or Shareholder for any professional fees, investment banking or brokerage fees in connection with the Transactions contemplated by this Agreement.

(c) Except as expressly set forth in Section 2.5(c) and Section 2.5(d), obligations of Company or Shareholder relating in any manner and for any reason to Company employees or former employees.

(d) Obligations of Company or Shareholder for any claims, investigations, lawsuits or violations of law, regulation or ordinance. Other than expenses of the Office Lease arising from and after the Closing Date, any Obligations of Company or Shareholder under leases of real or personal property.

(e) Obligations of Company or Shareholder pursuant to any Environmental Law, or in any manner connected with any infringement of intellectual property rights.

(f) Obligations to customers or third parties for any errors, omissions, negligence, actions or failures to act by Company or Shareholder prior to the Closing Date.

(g) Obligations of Company for any breach of contract or alleged breach of contract, including without limitation any failure to meet an applicable standard of care.

(h) Obligations of Company, explicit or implicit, to pay bonuses to Company employees related to services performed prior to the Closing Date, it being understood that the Company shall pay any such bonuses to Company employees pro rata through the Closing Date in a manner and amount consistent with recent Company practice.

(i) Obligations secured primarily by one or more Excluded Assets.

(j) Obligations of the Company to any bank or financial institution (including without limitation any Paycheck Protection Program loan), insurance company, or current or former shareholder.

(k) Obligations of Company resulting from or in any manner connected with any data security breach.

(l) Obligations of Company related to subcontractor and subconsultant accounts payable which are not disclosed in the Accounts Receivable or which are not on a ‘pay if paid” basis.

(m) Intercompany payables**.**

(n) Any other Obligation of the Company or Shareholder not specifically included as an Assumed Obligation.

2.7 **No Merger**. This Transaction is not intended, nor does it result, in a merger or consolidation of Purchaser and Company, whether by statute, *de facto*, or otherwise.

2.8 **Non-assignable Assets**.

2.8.1 Notwithstanding anything to the contrary in this Agreement, and subject to the provisions of this Section 2.8, to the extent that the sale, assignment, transfer, conveyance or delivery, or attempted sale, assignment, transfer, conveyance or delivery, to Purchaser of any Company Asset would result in a violation of applicable law, or would require the consent, authorization, approval or waiver of a Person who is not a party to this Agreement or an Affiliate of a party to this Agreement (including any Governmental Entity), and such consent, authorization, approval or waiver shall not have been obtained prior to the Closing after the commercially reasonable effort by Company to obtain such consent, authorization, approval or waiver, this Agreement shall not constitute a sale, assignment, transfer, conveyance or delivery, or an attempted sale, assignment, transfer, conveyance or delivery, thereof; provided, however, that the Closing shall occur notwithstanding the foregoing without any adjustment to the Initial Purchase Price or other consideration on account thereof. Following the Closing, Company and Purchaser shall use commercially reasonable efforts, and shall cooperate with each other, to obtain any such required consent, authorization, approval or waiver, or any release, substitution or amendment required to novate all liabilities and obligations under any and all contracts or other liabilities that constitute Assumed Obligations or to obtain in writing the unconditional release of all parties to such arrangements, so that, in any case, Purchaser shall be solely responsible for such liabilities and obligations from and after the Closing Date; provided, however, that neither Company nor Shareholder nor Purchaser shall be required to pay any consideration therefor. Once such consent, authorization, approval, waiver, release, substitution or amendment is obtained, Company shall sell, assign, transfer, convey and deliver to Purchaser the relevant Company Asset to which such consent, authorization, approval, waiver, release, substitution or amendment relates for no additional consideration. Applicable sales, transfer, and other similar Taxes in connection with such sale, assignment, transfer, conveyance, or license shall be paid in accordance with Section 6.9.

2.8.2 To the extent that any Company Asset and/or Assumed Obligation cannot be transferred to Purchaser following the Closing pursuant to this Section 2.8, Purchaser and Company shall use commercially reasonable efforts to enter into such arrangements (such as subleasing, sublicensing or subcontracting) to provide to the parties the economic and, to the extent permitted under applicable law, operational equivalent of the transfer of such Company Asset and/or Assumed Obligation to Purchaser as of the Closing and the performance by Purchaser of its obligations with respect thereto. Purchaser shall, as agent or subcontractor for Company pay, perform and discharge fully the liabilities and obligations of Company thereunder from and after the Closing Date. To the extent permitted under applicable Law, Company shall, at Purchaser's expense, hold in trust for and pay to Purchaser promptly upon receipt thereof, such Company Asset and all income, proceeds and other monies received by Company to the extent related to such Company Asset in connection with the arrangements under this Section 2.8. Company shall be permitted to set off against such amounts all direct costs associated with the retention and maintenance of such Company Assets.

Article 3
Representations And Warranties Of The Company and Shareholder

The Company represents and warrant to Purchaser as follows:

3.1 **Corporate Status of the Company.** The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, with the requisite corporate power to own, operate and lease its properties and to carry on the Business as now being conducted. The Company has no Subsidiaries.

3.2 **Authority for Agreement**. The Company has the corporate power and authority to enter into this Agreement and to consummate the transactions contemplated hereby to the extent of its obligations hereunder. The Agreement has been approved by the Company's Board of Directors and Shareholder as required by the Company's Governing Documents and applicable law, and the officers of the Company executing this document have been validly authorized to do so.

3.3 **Compliance with Governing Documents and Applicable Law**. The Company has all material requisite licenses, permits and certificates from all Governmental Entities (collectively, "Permits") necessary to conduct the Business as currently conducted, and to own, lease and operate its properties in the manner currently held and operated. All of the Company's Permits are in full force and effect. This Agreement will not violate any provision of the Company's Governing Documents. The Company is, and has been for the past six (6) years, in compliance in all material respects with all laws and regulations applicable to the conduct of the Business, including all Health Care Laws. No current or former director, officer, agent, employee or independent contractor of or stockholder with 5% or greater ownership interest in the Company is currently, or has ever been, (i) debarred, excluded, suspended, disqualified or otherwise been deemed ineligible to participate in any health care programs of any Governmental Entity, (ii) convicted of any crime regarding health care products or services, or (iii) engaged in any conduct that would reasonably be expected to result in any such debarment, exclusion, suspension, disqualification or ineligibility, including (i) debarment under 21 U.S.C. § 335a or any similar law or regulation; (ii) exclusion under 42 U.S.C. § 1320a-7 or any similar Law or Regulation; (iii) exclusion under 48 C.F.R. Subpart § 9.4, the System for Award Management Nonprocurement Common Rule; or (iv) disqualification under 21 C.F.R. Parts 58, 312, and 812. No current or former director, officer, agent, employee or independent contractor of or stockholder with 5% or greater ownership interest in the Company has been convicted of any crime for which exclusion from participation in Medicare or state health care programs is mandated or authorized under 42 U.S.C. § 1320a-7, 42 C.F.R. Part 1001 or any similar applicable law or regulation. The research, laboratory, preclinical and clinical trial services performed by the Company have been performed and any investigation articles have been handled in accordance in all material respects with applicable Health Care Laws, the applicable research protocols, and any contract governing the performance of such services.

3.4 **Litigation and Investigations**

3.4.1 Except as set forth on Schedule 3.4 there is (a) no investigation by any Governmental Entity with respect to the Company pending or, to the Knowledge of the Company, threatened, nor has any Governmental Entity indicated in writing to the Company an intention to conduct the same; (b) there is no claim, action, suit, arbitration or proceeding pending or, to the Knowledge of the Company, threatened against or involving the Company, or any of its assets or properties, at law or in equity, that, if adversely determined, would have a Company Material Adverse Effect or would prevent or materially delay the consummation of the transactions contemplated hereby; and (c) there are no judgments, decrees, injunctions or Orders of any Governmental Entity or arbitrator outstanding against the Company.

3.4.2 Company has not received any written notice alleging a breach by Company of any Client Contract which anticipates provision of services after the Closing Date or a written claim of back-charge or similar offset with respect to any such Client Contract.

3.4.3 There is no bankruptcy proceeding currently filed with the Company as debtor or debtor in possession, and to the Knowledge of the Company none is contemplated or threatened. With respect to any matter described on Schedule 3.4, the Company has given proper and timely notice to its applicable insurance carrier(s) and such carrier(s) have not denied coverage or issued a reservation of rights letter except as set forth on Schedule 3.4.

3.5 **No Broker's or Finder's Fees**. The Company has not become obligated to pay any fee or commission to any broker, finder, financial advisor or intermediary in connection with the transactions contemplated by this Agreement which is, or could become, an Obligation of Purchaser.

3.6 **Condition**. To the Knowledge of the Company all material facilities, equipment and personal property owned by the Company and regularly used in the Business are in good operating condition and repair, ordinary wear and tear excepted.

3.7 **Financial Statements and Backlog**.

3.7.1 The Company has previously furnished Purchaser with accurate and complete copies of the balance sheet of the Company as of (i) December 31, 2020, (ii) December 31, 2021, and (iii) June 30, 2022 and the and income statement of the Company for the twelve (12) month periods ended December 31, 2020, and December 31, 2021 and the six (6) month period ended June 30, 2022 (collectively the "Financial Statements"). Each of the Financial Statements (including any related notes) fairly presents in all material respects the financial position and operations of the Company as of its date or with respect to the period covered thereby and the Financial Statements are prepared in accordance with United States generally accepted accounting principles consistently applied, subject, in the case of any unaudited Financial Statements, to normal and recurring year-end adjustments and the absence of notes.

3.7.2 Attached hereto as Schedule 3.7.2 is a listing of Company Backlog by client, project, and dollar amount of services to be performed. To the Knowledge of the Company such Backlog is expected to be performed and invoiced in the Ordinary Course of Business, except as otherwise set forth on Schedule 3.7.2, or except as may be modified by the respective client after the Closing Date.

3.8 **Pledge of Company Assets**. As of the Closing the Company Assets are not subject to any pledge, mortgage, lien or security interest (collectively, "Encumbrances") other than the Permitted Encumbrances.

3.9 **Tax Matters.**

3.9.1 **Filing of Returns**. The Company has prepared and filed on a timely basis with all appropriate Governmental Entities all income and material non-income Tax Returns with respect to the Business or the Company Assets that it is required to file (taking into account any extension of time within which to file) on or prior to the Closing Date.

3.9.2 **Payment of Taxes**. The Company has paid in full all Taxes (whether or not reflected on a Tax Return) due with respect to the Business or the Company Assets on or before the Closing Date.

3.9.3 **Withholding**. The Company has withheld from each payment made prior to Closing with respect to the Business or the Company Assets to any of its present or former employees, officers and directors all amounts required by law to be withheld and has, where required, remitted such amounts within the applicable periods to the appropriate Governmental Entities or has set aside such amounts in accounts for such purpose.

3.9.4 **Assessments**. The Company has received no indication in writing from any Governmental Entity that an assessment or audit in respect of Taxes due with respect to the Business or the Company Assets is proposed.

3.9.5 **Waiver of Statute of Limitations**. The Company has not waived any statute of limitations with respect to U.S. federal income or U.S. state income Taxes or agreed to any extension of time with respect to a U.S. federal income or U.S. state income Tax assessment or deficiency in respect of the Business that is currently in effect.

3.9.6 **Tax Liens**. There are no Liens for Taxes on any of the Company Assets other than Permitted Liens.

3.9.7 **Other Jurisdictions**. No claim has been made in writing by a Governmental Entity of a jurisdiction where the Company has not filed Tax Returns with respect to the Business or the Company Assets claiming that the Company is subject to taxation by such jurisdiction.

3.10 **Employee Benefit Plans**.

3.10.1 Set forth on Schedule 3.10 is a correct and complete list of (A) employee benefit plans within the meaning of Section 3(3) of ERISA whether or not subject to ERISA; and (B) all pension, profit sharing, retirement, deferred compensation, welfare, legal services, medical, dental or other employee benefit or health insurance plans, life insurance or other death benefit plans, disability, stock option, stock purchase, stock compensation, bonus, change in control, employment, vacation pay, severance pay and other similar plans, programs or agreements, and every material written personnel policy, not described in (A) above, in each case in which any service provider of the Company is covered by, received benefits under or eligible to participate in such plan and which is currently maintained by the Company or any ERISA Affiliate or under which the Company or any ERISA Affiliate have any liability (collectively, the "Company Plans").

3.10.2 The Company Plans are and have been established, operated, and administered in all material respects in accordance with applicable laws and regulations and with their terms, including without limitation, ERISA, the Code, and the Affordable Care Act. Neither the Company nor any ERISA Affiliate of the Company, nor any of their directors, officers, employees or agents, nor any trustee or administrator of any trust created under the Company Plans, has engaged in or been a party to any "prohibited transaction" as defined in Section 4975 of the Code and Section 406 of ERISA which could subject the Company or its Affiliates, directors or employees or the Company Plans or the trusts relating thereto or any party dealing with any of the Company Plans or trusts to any material tax or penalty on "prohibited transactions" imposed by Section 4975 of the Code.

3.10.3 The form of each Company Plan intended to qualify under Section 401(a) of the Code has been determined by the Internal Revenue Service to so qualify as evidenced by a favorable determination letter or opinion letter on which the Company Plan can rely, and the trusts created thereunder have been determined to be exempt from tax under Section 501(a) of the Code; and, to the Knowledge of the Company, nothing has occurred since the date of such determination or opinion letter which might cause the loss of such qualification or exemption. With respect to each Company Plan which is a qualified profit sharing plan, all employer contributions attributable to the Company accrued prior to the Closing under the Company Plan terms and applicable law have been or will be made prior to the Closing Date.

3.10.4 Neither the Company nor any ERISA Affiliate has ever maintained, contributed to, or been required to contribute to or had any liability (whether contingent or otherwise) or obligation (including on account of any ERISA Affiliate) with respect to: (i) any employee benefit plan that is or was subject to Title IV of ERISA, Section 412 of the Code, Section 302 of ERISA, (ii) a multiemployer plan within the meaning set forth in Section 3(37) of ERISA, (iii) any funded welfare benefit plan within the meaning of Section 419 of the Code, (iv) any "multiple employer plan" (within the meaning of Section 210 of ERISA or Section 413(c) of the Code), or (v) any "multiple employer welfare arrangement" (as such term is defined in Section 3(40) of ERISA), and neither the Company nor any ERISA Affiliate has ever incurred any liability under Title IV of ERISA that has not been paid in full.

3.10.4 Except as set forth on Schedule 3.10:

(a) the Purchaser shall have no obligation to pay any contribution, premium or other payment due with respect to any Company Plan from and after the Closing Date;

(b) there are no actions, liens, suits or claims (other than routine claims for benefits) pending or, to the Knowledge of the Company, threatened with respect to any Company Plan and, to the Knowledge of the Company, there is no reasonable basis for any such action or claim;

(c) each Company Plan that is a "group health plan" (as defined in Section 607(1) of ERISA) has been operated at all times in substantial compliance with the provisions of COBRA and any applicable, similar state law; and

(d) with respect to any Company Plan that is qualified under Section 401(a) of the Code, individually and in the aggregate, no event has occurred, and to the Knowledge of the Company, there exists no condition or set of circumstances in connection with which the Company could be subject to any liability (except liability for benefits claims and funding obligations payable in the ordinary course) that is reasonably likely to have a Company Material Adverse Effect under ERISA, the Code or any other applicable law.

(e) Notwithstanding that a matter is listed on any Schedule 3.10 the Company and Shareholder warrant and represent that Purchaser shall not have any liability to any party with respect to such matter or plan.

3.10.6 Neither the Company nor any ERISA Affiliate provides or has any obligation to provide health care or any other non-pension benefits to any employees after their employment is terminated (other than as required by Part 6 of Subtitle B of Title I of ERISA or similar state law) and the Company has never promised to provide such post-termination benefits.

3.10.7 Each Company Plan that constitutes in any part a nonqualified deferred compensation plan within the meaning of Section 409A of the Code has been operated and maintained in all material respects in operational and documentary compliance with Section 409A of the Code and applicable guidance thereunder.

3.10.8 Neither the execution and delivery of this Agreement, the shareholder approval of this Agreement, nor the consummation of the transactions contemplated hereby could (either alone or in conjunction with any other event) (i) result in, or cause the accelerated vesting payment, funding or delivery of, or increase the amount or value of, any payment or benefit to any employee, officer, director or other service provider of the Company or any of its ERISA Affiliates; (ii) restrict any rights of the Company to amend or terminate any Company Plan; (iii) result in any "parachute payment" as defined in Section 280G(b)(2) of the Code (whether or not such payment is considered to be reasonable compensation for services rendered).

3.11 **Employment-Related Matters.**

3.11.1 The Company is, and for the past three (3) years has been, in compliance in all material respects with all Laws relating to the employment of Company employees (including employment or labor standards, wages and hours (including payment of minimum wages, meal and rest breaks, and overtime), the classification of independent contractors, labor relations, occupational health and safety, workers' compensation, severance payment, fair employment practices, harassment, discrimination, equal employment, pay equity, restrictive covenants, work authorization and immigration, unemployment compensation, affirmative action, and employee leave) and, except as may be included as a Current Operating Liability in the calculation of Closing Net Working Capital, has paid in full all wages, salaries, commissions, bonuses, fees, other compensation and benefits and all levies, assessments, contributions and payments to third parties (including social security or social insurance, housing fund, employment insurance, income tax, employer health tax, workers' compensation, or payments of its contributions with respect to social security agencies, family benefits agencies and any retirement and unemployment related agencies or other payments of tax and social security payments to Governmental Entities) due to or on behalf of such Company employees or independent contractors with respect to any services performed or amounts required to be reimbursed to such Company employees or independent contractors. The Company currently classifies and, for the past three (3) years has, properly classified each of the Company employees as exempt or non-exempt for purposes of the Fair Labor Standards Act and state, local and foreign wage and hour Laws. The Company currently classifies and, for the past three (3) years has, properly classified and treated independent contractors as independent contractors (as distinguished from Form W-2 employees) in accordance with applicable Law and for the purpose of all employee benefit plans. The Company is not a government contractor or subcontractor for purposes of any Law with respect to the terms and conditions of employment.

3.11.2 Within the past ninety (90) days, the Company has not experienced a "plant closing," or "mass layoff" or similar group employment loss as defined in the federal Worker Adjustment and Retraining Notification Act (the "WARN Act") or any similar state, local or foreign law or regulation affecting any single site of employment of the Company or one or more facilities or operating units within any single site of employment or facility of the Company.

3.11.3 There is no, and during the past three (3) years there has not been, any labor strike, picketing of any nature, organizational campaigns, labor dispute, slowdown or any other concerted interference with normal operations, stoppage or lockout pending or, to the Knowledge of the Company, threatened against or affecting the Company. The Company is not a party to any collective bargaining agreement or other contract or agreement with any labor organization or other representative of any of the employees of the Company. All salaries, wages, vacation pay, bonuses, commissions and other compensation due from the Company to the employees of the Company as of the Closing Date have been paid, or shall be paid by Company after the Closing Date in accordance with standard Company practice, except pursuant to Section 2.5(c) or Section 2.5(d).

3.11.4 There are no, and within the three (3) years preceding the date of this Agreement there have been no, (i) claims, disputes, grievances, controversies, demand letters, or other actions pending or, to the Knowledge of the Company, threatened between the Company and any Company employee or independent contractors, (ii) governmental audit, governmental investigation, or administrative agency proceeding involving the Company pending or, to the Knowledge of the Company, threatened, or (iii) external or material internal investigations of alleged Company employee misconduct, in each case of (i), (ii), and (iii) with respect to employment or labor matters (including but not limited to allegations of employment discrimination, retaliation, noncompliance with wage and hour laws, the misclassification of independent contractors, violation of restrictive covenants, sexual harassment, other unlawful harassment or unfair labor practices).

3.11.5 Except for matters which, individually or in the aggregate, would not have a Company Material Adverse Effect there are no past or present actions or activities by the Company, or any circumstances, conditions, events or incidents, with respect to its employment of any person that could reasonably form the basis of any employment related claim against the Company. The Company funds its payroll not less frequently than bi-monthly.

3.12 **Environmental Matters**.

3.12.1 **Environmental Laws**. Except for matters which, individually or in the aggregate, would not have a Company Material Adverse Effect, (a) the Company is in compliance with all applicable Environmental Laws in effect on the date hereof; (b) the Company has not received any written communication that alleges that the Company is not in compliance in all material respects with all applicable Environmental Laws in effect on the date hereof; (c) to the Knowledge of the Company, there are no circumstances that may prevent or interfere with compliance in the future with all applicable Environmental Laws; (d) all material Permits and other governmental authorizations currently held by the Company pursuant to the Environmental Laws are in full force and effect, to the Knowledge of the Company the Company is in compliance with all of the terms of such Permits and authorizations, and no other Permits or authorizations are required by the Company for the conduct of its and their business on the date hereof; and (e) the management, handling, storage, transportation, treatment, and disposal by the Company of all Materials of Environmental Concern has been in compliance with all applicable Environmental Laws.

3.12.2 **Environmental Claims**. There is no Environmental Claim pending or, to the Knowledge of the Company, threatened against or involving the Company or against any person or entity whose liability for any Environmental Claim the Company has or may have retained or assumed either contractually or by operation of law.

3.13 **Leases**. The Company has provided Purchaser with true, accurate and complete copies of the Office Lease and any operating or capital leases related to the Company's Business, and the Company's obligations under such leases through the Closing Date shall be fully paid as of the Closing or included as a Current Operating Liability in the calculation of Closing Net Working Capital, and to Company's Knowledge the Company is not in default under any such leases. Other than the Office Lease the Company is not the lessee under any lease of real property, and is not the owner of any real property.

3.14 **Agreements, Contracts and Commitments**.

3.14.1 **Company Agreements**. Except as set forth on Schedule 3.14.1 each Client Contract is assignable to Purchaser without the consent of any third party. The Company has provided to Purchaser prior to Closing true and accurate copies of the following agreements to which the Company is a party:

(a) any contract or purchase orders for any ongoing projects with expected post-Closing revenue of $10,000 or more;

(b) any bonus, deferred compensation, pension, severance, profit-sharing, stock option, employee stock purchase or retirement plan, contract or arrangement or other employee benefit plan or arrangement;

(c) any employment agreement with any present or former employee, officer, member or consultant where there remains after the Closing obligations to be performed by the Company;

(d) any agreement for personal services or employment with a term of service or employment specified in the agreement or any agreement for personal services which extends beyond the Closing Date;

(e) any agreement the primary purpose of which is to guarantee or indemnify in an amount that is material to the Company taken as a whole;

(f) any agreement or commitment containing a covenant limiting or purporting to limit the freedom of the Company to compete with any Person in any geographic area or to engage in any line of business;

(g) any lease other than the Office Lease or operating leases related to the Company's Business under which the Company is lessee that involves, in the aggregate, payments of $25,000 or more per annum or is material to the conduct of the business of the Company;

(h) any joint venture, teaming or profit-sharing agreement; and

(i) any loan or credit agreements providing for the extension of credit to the Company or any instrument evidencing or related in any way to indebtedness incurred in the acquisition of companies or other entities or indebtedness for borrowed money by way of direct loan, sale of debt securities, purchase money obligation, conditional sale, guarantee, or otherwise that individually is in the amount of $50,000 or more; and

(j) any material agreement that may have a financial impact on the Business in an amount greater than $10,000 not described above that was not made in the ordinary course of business and that is relevant to the Business and material to the financial condition, business operations, assets, results of operations or prospects of the Company.

3.14.2 **Validity**. As of the date hereof and as of the Closing Date all contracts, leases, instruments, licenses and other agreements required to be provided to the Purchaser pursuant to Section 3.14.1 (other than those which have terminated in accordance with their terms following the date hereof and on or prior to the Closing Date) are valid and in full force and effect, the Company has not, nor, to the Knowledge of the Company, has any other party thereto, breached any provision of, or defaulted under the terms of any such contract, lease, instrument, license or other agreement, except for any breaches or defaults that, in the aggregate, would not be expected to have a Company Material Adverse Effect or have been cured or waived, and, as of the date hereof, the Company has not received any written "notice to cure" or a similar notice from any Governmental Entity requesting performance under any contract, instrument or other agreement between the Company and such Governmental Entity.

3.15 **Intellectual Property and Commercial Software**

3.15.1 The term "Intellectual Property Assets" means all intellectual property owned or licensed (as licensor or licensee) by Company in which Company has a proprietary interest, including: (a) Company's name, all assumed fictional business names, trade names, registered and unregistered trademarks, service marks and applications (collectively, "Marks"); (b) all patents, patent applications and inventions and discoveries that may be patentable (collectively, "Patents"); (c) all registered and unregistered copyrights in both published works and unpublished works (collectively, "Copyrights"); (d) all know-how, trade secrets, confidential or proprietary information, customer lists, Software, technical information, data, process technology, plans, drawings and blue prints (collectively, "Trade Secrets"); and (e) all rights in internet web sites and internet domain names presently used by Company (collectively "Domain Names"). Company is the owner or licensee of all right, title and interest in and to each of the Intellectual Property Assets, free and clear of all Encumbrances except Permitted Encumbrances, and has the right to use without payment to a third party all of the owned Intellectual Property Assets. All former and current employees of Company who have or may have participated in the development of the Intellectual Property assets have executed written Contracts with Company that assign to Company all rights to any inventions, improvements, discoveries or information relating to the Intellectual Property Assets.

3.15.2 Schedule 3.15 sets forth as of the date hereof all Commercial Software. The Commercial Software has been licensed and used by the Company on the basis of and in accordance with a valid license from the manufacturer or the dealer authorized to distribute such Commercial Software. As of the date hereof the Company is not in material breach of any of the terms and conditions of any such license and to the Knowledge of the Company has not been infringing upon any rights of any third parties in connection with its acquisition or use of the Commercial Software, and the Company has fully paid licenses and renewals to all Commercial Software that resides on Company owned Computer Hardware when due.

3.16 **Insurance Contracts**. Schedule 3.16 hereto lists all contracts of insurance and indemnity in force at the date hereof with respect to the Company (the "Company Insurance Contracts"). As of the Closing Date all of the Company Insurance Contracts are in full force and effect, with no default thereunder by the Company which could permit the insurer to deny payment of claims thereunder. The Company has not received or given a notice of cancellation with respect to any of the Company Insurance Contracts.

3.17 **Banking**. No misrepresentation or omission of a material fact was made by Company or Shareholder in connection with its application, administration or repayment of its Paycheck Protection Program loan.

3.18. **No Other Representations and Warranties**. Except for the representations and warranties contained in this Article 3 (including the related portions of the Schedules), neither Shareholder nor Company nor any other Person has made or makes any other express or implied representation or warranty, either written or oral, on behalf of Company, including any representation or warranty as to the accuracy or completeness of any information regarding the Business and the Company Assets furnished or made available to Purchaser and its representatives or as to the future revenue, profitability or success of the Business, or any representation or warranty arising from statute or otherwise in law.

Article 4
Representations And Warranties Of Purchaser

Purchaser represents and warrants to the Company and Shareholder as follows:

4.1 **Status of Purchaser**. Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, with the requisite corporate power to own, operate and lease its properties and to carry on its business as now being conducted.

4.2 **Authority for Agreement**. The Purchaser has the corporate power and authority to enter into this Agreement and to consummate the transactions contemplated hereby to the extent of its obligations hereunder. The Agreement has been approved by the Purchaser's Board of Directors as required by the Purchaser's Governing Documents and applicable law, and the officers of the Purchaser executing this document have been validly authorized to do so.

4.3 **Litigation and Investigations**. There is (a) no investigation by any Governmental Entity with respect to the Purchaser pending or, to the Knowledge of the Purchaser, threatened, nor has any Governmental Entity indicated to the Purchaser an intention to conduct the same; (b) there is no claim, action, suit, arbitration or proceeding pending or, to the Knowledge of the Purchaser, threatened against or involving the Purchaser, or any of its assets or properties, at law or in equity, that, if adversely determined, would have a Purchaser Material Adverse Effect or would prevent or materially delay the consummation of the transactions contemplated hereby; and (c) there are no judgments, decrees, injunctions or orders of any Governmental Entity or arbitrator outstanding against the Purchaser. There is no bankruptcy proceeding currently filed with the Purchaser as debtor or debtor in possession, and to the Knowledge of the Purchaser none is contemplated or threatened.

4.4 **No Broker's or Finder's Fees**. The Purchaser has not become obligated to pay any fee or commission to any broker, finder, financial advisor or intermediary in connection with the transactions contemplated by this Agreement which is or could become an obligation of Company.

4.5 **Independent Investigation**. Purchaser has conducted its own independent investigation, review and analysis of the Business and the Company Assets, and acknowledges that it has been provided adequate access to the personnel, properties, assets, premises, books and records, and other documents and data of Company and Shareholder for such purpose. Purchaser acknowledges and agrees that: (a) in making its decision to enter into this Agreement and to consummate the transactions contemplated hereby, Purchaser has relied solely upon its own investigation and the express representations and warranties of Company set forth in Article 3 of this Agreement (including related portions of the Schedules); and (b) neither Company nor Shareholder nor any other Person has made any representation or warranty as to Company, the Business, the Company Assets or this Agreement, except as expressly set forth in Article 3 of this Agreement (including the related portions of the Schedules).

Article 5
RESERVED

Article 6
ADDITIONAL AGREEMENTS

6.1 **Non-Competition**. In consideration of the Purchase Price and other good and valuable consideration each of the Shareholder and the Company agree that during the one (1) year period after the Closing Date it will not (a) maintain or operate a business in the United States for the purpose of providing any services provided by the Company in the conduct of the Business as of the Closing Date, (b) recruit or hire any former Company employees who accept employment with the Purchaser in connection with the Transaction while such Person is employed by Purchaser or its Affiliates, or (c) divert or attempt to divert from Purchaser any business to be performed from any of the contracts or agreements with customers of Company referred to in Section 2.2.2. Further, within thirty (30) days after Closing, the Company shall change its name to a name that does not include "Pharma" or "Solutions." The restrictive covenants of this Section 6.1 are of the essence of Purchaser entering into this Agreement and paying the Purchase Price hereunder, and without which Purchaser would not have entered into this Agreement. The provisions of this Section 6.1 shall survive Closing in accordance with their terms.

6.2 **Expenses**. Each party hereto shall be responsible for its own costs and expenses in connection with the Transaction, including fees and disbursements of consultants, investment bankers, business brokers, and other financial advisors, counsel and accountants ("Expenses").

6.3 **Public Disclosure**. Except as otherwise required by law, any press release or other public disclosure of information regarding the proposed transaction (including the negotiations with respect to the Transaction and the terms and existence of this Agreement) shall be developed by Purchaser, subject to the Company's review and approval, not to be unreasonably withheld, conditioned or delayed; provided, that the Company or Shareholder may make any disclosure (i) as required by law or regulation or (ii) to the stockholders of Shareholder.

6.4 **Employment of Company Employees**. Purchaser has offered employment to all of the employees of the Company other than those employees set forth on Schedule 6.4 at substantially the same rates of pay as are currently paid by Company together with standard benefits of Purchaser provided during any period of employment.

6.5 **Employee Matters.**

6.5.1 As of the Closing Date, Purchaser (or one of its designated affiliates) has offered employment to all of the Company employees. Each such employee who accepts an offer and commences employment with the Purchaser (or one of its designated affiliates) shall be referred to as a "Transferred Employee." The Company agrees to provide such cooperation and assistance to the Purchaser as Purchaser may reasonably request in obtaining the consent of the Transferred Employees to assign any existing employment arrangements to, or enter into new employment arrangements with, Purchaser or its designated affiliate as of the Closing Date. Company employees who do not accept an employment offer from Purchaser (or one of its designated affiliates) are referred to as "Non-Transferred Employees." On the Closing Date, the Company shall terminate the employment of all Transferred Employees.

6.5.2 For the period commencing on the Closing Date and ending twelve (12) months after the Closing Date, Purchaser agrees to provide, or cause to be provided, with respect to each Transferred Employee who remain employed (i) base salary and cash incentive opportunities that are no less favorable in the aggregate to those provided to such employee immediately prior to the Closing, and (ii) benefits, including retirement benefits and health and welfare benefits (but excluding equity, equity-based compensation, defined benefit pension benefits, retiree welfare, severance, change in control, retention or deferred compensation), at levels which are, in the aggregate, substantially comparable to those in effect for the employees immediately prior to the Closing. Purchaser agrees to credit each Transferred Employee for their service with the Company prior to the Closing Date under the employee benefit plans sponsored or maintained by the Purchaser or its ERISA Affiliates in which the Transferred Employees are or become eligible to participate during the twelve (12) month period following the Closing Date for purposes of eligibility and vesting (but not for any purposes under any "defined benefit plan," as defined in Section 3(35) of ERISA); provided, however, that no such service shall be credited to the extent it would result in the duplication of benefits, compensation or coverage or to the extent prior service is not taken into account for employees of Purchaser its affiliate generally. Without limiting the foregoing, to the extent that any Transferred Employee participates in any health or other group welfare benefit plan of Purchaser or its affiliates following the Closing Date, Purchaser or its affiliates shall (i) make commercially reasonable efforts to cause any pre-existing conditions or limitations, eligibility waiting periods or required physical examinations under any health or similar welfare plan of such person to be waived with respect to the Transferred Employees and their eligible dependents, to the extent waived or satisfied under the corresponding plan in which the employee participated immediately prior to the Closing Date, and (ii) make commercially reasonable efforts to cause any deductibles, co-pays and maximum out-of-pocket payments by any such Transferred Employee under any of the Company's or its ERISA Affiliates' health plans in the plan year in which the Closing Date occurs to be credited towards deductibles, co-pays and maximum out-of-pocket payments under the health plans of Purchaser and its affiliates.

6.5.3 With regard to group health plan continuation coverage required under COBRA, the Company shall be responsible for making COBRA continuation coverage available to employees who, as of or prior to the Closing Date, had been covered by a group health plan sponsored by Company or its ERISA Affiliates and who (a) terminated employment prior to the Closing Date, or (b) terminate employment as of the Closing Date in connection with the transaction contemplated in this Agreement and who do not become Transferred Employees pursuant to this Section 6.5. Purchaser shall be responsible for all costs related to making COBRA continuation coverage available to Transferred Employees whose employment is subsequently terminated after the Closing Date.

6.5.4 This Section 6.5 shall be binding upon and inure solely to the benefit of each of the Parties. Nothing contained in this Section 6.5 or any other provision of the Agreement, express or implied: (i) shall be construed to establish, amend, or modify any employee benefit plan, program, agreement or arrangement of Purchaser or its affiliates; or (ii) is intended to confer upon any person (including, for the avoidance of doubt, any current or former employee, director, officer or other service provider or any participant in an employee benefit plan) any right as a third-party beneficiary of this Agreement.

6.6 **Further Assurances**. Subject to terms and conditions herein provided and to the fiduciary duties of the board of directors and managers, and officers or representatives of any party hereto, each of the parties hereto agrees to use its commercially reasonable efforts to take, or cause to be taken, all action and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations to consummate and make effective this Agreement and the transactions contemplated hereby.

6.7 **Indemnification**

6.7.1 Subject to the terms and limitations of this Section 6.7, from and after the Closing Date, Purchaser and its directors, officers, employees, shareholder representatives, successor and assigns (collectively "Purchaser Indemnified Parties") shall be entitled to payment and reimbursement from the Company and Shareholder, jointly and severally, (collectively the "Purchaser Indemnifying Parties") of the full amount of Loss suffered, incurred or paid by any Purchaser Indemnified Party, (a) by reason of, in whole or in part, the breach of this Agreement or any misrepresentation or inaccuracy in, or breach of, any representation or warranty by the Company in this Agreement or any Exhibits or Schedules hereto or the certificates delivered pursuant to this Agreement or (b) other than the Assumed Obligations, arising out of or resulting from the operation by the Company of the Business on or prior to the Closing Date or from any Excluded Liability. Subject to the terms and limitations of this Section 6.7, from and after the Closing Date the Company and its directors, officers, employees, shareholder representatives, successors and assigns (collectively the "Company Indemnified Parties") shall be entitled to payment and reimbursement from Purchaser (the "Company Indemnifying Party") of the full amount of Loss suffered, incurred or paid by any Company Indemnified Party, (i) by reason of, in whole or in part, any misrepresentation or inaccuracy in, or breach of this Agreement or any representation, warranty or covenant made by Purchaser in this Agreement or any Exhibits or Schedules hereto or the certificates delivered pursuant to this Agreement, or (ii) arising out of or resulting from the Assumed Obligations, the Client Contracts, and/or the ownership and/or operation by the Purchaser of the Business after the Closing Date. The Company Indemnified Parties and the Purchaser Indemnified Parties are sometimes together referred to herein as the "Indemnified Parties." Any Loss payable by a Purchaser Indemnifying Party pursuant to this section shall be satisfied (i) first from the Escrow and (ii) second, to the extent such Loss arises from Section 6.7.1(a) solely with respect to breaches of Fundamental Representations or from Section 6.7.1(b), from the Company or Shareholder.

6.7.2 **Claims for Indemnification**. Upon obtaining knowledge of any facts, claim or demand which has given rise to, or could reasonably give rise to, a claim for indemnification hereunder (referred to herein as an "Indemnification Claim"), the Indemnified Party shall give timely written notice of such facts, claim or demand ("Notice of Claim") to the party from whom indemnification is sought (the "Indemnifying Party"). So long as the Notice of Claim is given by the Indemnified Party in the Claims Period specified in Section 6.7.3, no failure or delay by the Indemnified Party in the giving of a Notice of Claim shall reduce or otherwise affect the Indemnified Party's right to indemnification except to the extent that the Indemnifying Party has been prejudiced thereby.

6.7.3 **Defense by Indemnifying Party**. In the event of a claim or demand asserted by a third party (a "Third Party Claim"), the Indemnifying Party, shall have the right, but not the obligation, exercisable by written notice to the Indemnified Party within fifteen (15) days of the date of the Notice of Claim concerning the commencement or assertion of any Third Party Claim, to control the defense of such Third Party Claim. Neither the Indemnified Party nor the Indemnifying Party shall settle such Third Party Claim without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed; provided, that the Indemnifying Party may settle any Third Party Claim without the consent of the Indemnified Party to the extent (a) all Losses with be paid by the Indemnifying Party (in the case of the Purchaser Indemnifying Parties from the Escrow) and (b) such settlement does not including an admission of wrongdoing by the Indemnified Party.

6.7.4 **Claims Period; Survival**. Except for claims related to Fundamental Representations or Excluded Liabilities, any claim for indemnification under Section 6.7 must be asserted by written notice on or before the date that is the last day of the twelve (12) month period after the Closing Date. All representations and warranties made by the Company or Purchaser in this Agreement, or any certificate or other writing delivered by the Shareholder, Company or Purchaser pursuant hereto or in connection herewith shall survive the Closing and shall terminate on the date which is twelve (12) months after the Closing Date; provided, however that representations and warranties made by the Company pursuant to the Fundamental Representations shall survive until the expiration of the underlying applicable statute of limitations and claims for Excluded Liabilities shall survive for six (6) years after the Closing Date. With respect to the foregoing, if an indemnified party provides the indemnifying party with a written claim notice relating to any breach of any representation or warranty on or prior to the applicable expiration date for such representation or warranty, then, notwithstanding anything to the contrary contained in this Section 6.7.4, such representation or warranty shall not so expire, but rather shall remain in full force and effect solely with respect to such claim or claims set forth in such notice until such time as each and every claim that is in such notice has been fully and finally resolved.

6.7.5 **Certain Limitations**. Except for Losses related to breaches of Fundamental Representations, no Purchaser Indemnifying Party, shall be liable to a Purchaser Indemnified Party, pursuant to Section 6.7.1(a), (a) until the Purchaser Indemnified Parties have incurred cumulative Losses pursuant to Section 6.7.1(a) in excess of $50,000 or (b) in excess of $500,000. No Purchaser Indemnifying Party shall be liable to a Purchaser Indemnified Party for Losses in excess of the Initial Purchase Price. Except for Losses related to breaches of Fundamental Representations, no Company Indemnifying Party shall be liable to a Company Indemnified Party pursuant to Section 6.7.1(i) (i) until the Company Indemnified Parties have incurred cumulative Losses pursuant to Section 6.7.1(i) in excess of $50,000 or (ii) in excess of $500,000.

6.7.6 **Mitigation**. Each Indemnified Party shall take, and cause its Affiliates to take, all reasonable steps to mitigate any Loss upon becoming aware of any event or circumstance that would be reasonably expected to, or does, give rise thereto, including incurring costs only to the minimum extent necessary to remedy the breach that gives rise to such Loss.

6.7.7 **Exclusive Remedies**. Except for Fraud and subject to Section 2.4.3 and Section 8.6, and other than the Purchaser's obligation to make any payments pursuant to Section 2.4.4, the parties hereto acknowledge and agree that their sole and exclusive remedy with respect to any and all claims for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement, shall be pursuant to the indemnification provisions set forth in this Section 6.7. Nothing in this Section 6.7.7 shall limit any Person's right to seek and obtain any equitable relief to which any Person shall be entitled pursuant to Section 8.6.

6.7.8 **Tax Treatment of Indemnification Payments**. All indemnification payments made under this Agreement shall be treated for Tax purposes as an adjustment to the Purchase Price to the maximum extent permitted by applicable law.

6.8 **Allocation of Purchase Price**. Within thirty (30) days after the final determination of the Closing Net Working Capital pursuant to Section 2.4.3(a), Purchaser will provide to Company an allocation statement (the "Asset Allocation Statement") with Purchaser's proposed allocation of the purchase price hereunder (including any other relevant items) among the Company Assets, which shall be prepared for purposes of Section 1060 of the Code and the Treasury Regulations issued thereunder in a manner consistent with the methodologies set forth in Schedule 6.8. Within fifteen (15) days after the receipt of such Asset Allocation Statement, Company will propose to Purchaser any changes to such Asset Allocation Statement (and in the event no such changes are proposed in writing to Purchaser within such time period, Company will be deemed to have agreed to, and accepted, the Asset Allocation Statement). Company and Purchaser will endeavor in good faith to resolve any differences with respect to the Asset Allocation Statement within fifteen (15) days after Purchaser's receipt of written notice of objection from Company, but if they cannot do so then the Independent Auditor shall settle such dispute which shall be in accordance with the methodologies set forth in Schedule 6.8. The Purchaser and the Company shall each bear one half of the cost of the Independent Auditor. The parties agree that any Tax Returns or other tax information they may file or cause to be filed with any Governmental Entity shall be prepared and filed consistently with the Asset Allocation Schedule. The parties agree that, to the extent required, they will each properly and timely file IRS Form 8594 in accordance with the Asset Allocation Statement unless otherwise required by applicable law or a final determination within the meaning of Section 1313(a) of the Code.

6.9 **Transfer Taxes**. Purchaser on the one hand and the Company on the other shall each pay one-half of any transfer, documentary, sales, use, registration, value-added and other similar Taxes (including all applicable real estate transfer Taxes and real property transfer gains Taxes and including any filing and recording fees) and related amounts (including any penalties, interest and additions to Tax) incurred in connection with this Agreement (the "Transfer Taxes"). The party required by applicable law to file a Tax Return with respect to such Transfer Taxes shall do so in the time and manner prescribed by applicable law, and the non-filing party shall cooperate with the filing party in the filing of such Tax Return and, if applicable, promptly reimburse the filing party for its share of any Transfer Taxes upon receipt of evidence reasonably satisfactory to the non-filing party of the amount of such Transfer Taxes. Each party shall use commercially reasonable efforts to avail itself of any available exemptions from any such Transfer Taxes, and to cooperate with the other parties in providing any information and documentation that may be necessary to obtain such exemptions.

6.10 **Tax Matters**.

6.10.1 **Appointment of Straddle Period Taxes**. For any Prorated Tax payable for a Straddle Period, the portion of such Tax that relates to the pre-Closing portion of the Straddle Period shall be equal to the amount of such Tax for the entire Straddle Period, multiplied by the number of calendar days in the pre-Closing portion of the Straddle Period (including the Closing Date) and divided by the total number of calendar days in the entire Straddle Period; and the remaining portion of such Tax shall relate to the portion of the Straddle Period beginning after the Closing Date.

6.10.2 **Tax Returns**. The Company shall prepare and timely file or shall cause to be prepared and timely filed each Tax Return for Prorated Taxes that is due on or before the Closing Date. Purchaser shall pay to Company promptly upon demand at or after the Closing the amount of any Taxes paid by the Company to the extent constituting an Assumed Obligation. Purchaser shall prepare and timely file or shall cause to be prepared and timely filed each Tax Return for Prorated Taxes that is due after the Closing Date. The Company shall pay to Purchaser promptly upon demand the amount of any Taxes shown as due thereon to the extent not constituting an Assumed Obligation.

6.10.3 **Cooperation regarding Tax Matters.** After the Closing, the parties shall cooperate in good faith with respect to the preparation and filing of all Tax returns and claims for refund and any proceeding with respect to the Company's Taxes for pre-Closing Tax periods and Straddle Periods. Each party shall make their respective relevant books and records (including work papers in the possession of their respective accountants), personnel, and other materials relevant to the preparation of such Tax returns or Tax proceedings available for inspection and copy by the other parties (or their duly appointed representatives) at reasonable times during normal business hours. The parties shall not destroy or otherwise dispose of any such record prior to the seventh (7^{th}) anniversary of the Closing Date without first providing the other party a reasonable opportunity to review and copy such record.

6.11 **Books and Records**. Purchaser shall maintain the documents, files, and records included in the Company Assets for a period of no less than seven (7) years following the Closing Date and shall, during the seven (7) year period following the Closing Date provide the Company with reasonable access to such documents, files, and records for purposes of litigation, responding to claims, preparing Tax returns, and similar needs.

Article 7
Closing Deliverables

7.1 **RESERVED**

7.2 **Deliveries of Company and Shareholder**. The Company or the Shareholder, as applicable, have delivered to Purchaser the following:

7.2.1 a certificate dated as of the Closing Date and duly executed by the Company's secretary certifying as to the resolutions adopted by the board of directors and Shareholder of the Company authorizing and approving the execution, delivery and performance of this Agreement and the other documents executed in connection herewith and the consummation of the transactions contemplated hereby and thereby and state that such resolutions have not been modified, amended, revoked or rescinded and remain in full force and effect;

7.2.2 a current (within ten (10) Business Days) Certificate of Good Standing of the Company issued by the Delaware Secretary of State;

7.2.3 the Shared Services Agreement, duly executed by each of Company and Shareholder;

7.2.4 the Escrow Agreement, duly executed by Company;

7.2.5 the Bill of Sale, duly executed by Company;

7.2.6 a consent, duly executed by the landlord of the Office Lease with respect to the assignment to Purchaser of the Office Lease; and

7.2.7 a consent of the counterparty to the assignment of each of the material contracts set forth on Schedule 7.2.7 effective as of the Closing.

7.3 **Deliveries of Purchaser**. The Purchaser shall have delivered to Company the following:

7.3.1 a certificate dated as of the Closing Date and duly executed by an authorized officer of Purchaser stating that the conditions specified in Section 7.3.1 and Section 7.3.2 have been satisfied;

7.3.2 a certificate dated as of the Closing Date and duly executed by the Purchaser's secretary certifying as to the resolutions adopted by the board of directors of Purchaser authorizing and approving the execution, delivery and performance of this Agreement and the other documents executed in connection herewith and the consummation of the transactions contemplated hereby and thereby and state that such resolutions have not been modified, amended, revoked or rescinded and remain in full force and effect;

7.3.3 a current (within ten (10) Business Days) Certificate of Good Standing of Purchaser issued by the Delaware Secretary of State;

7.3.4 the Shared Services Agreement, duly executed by Purchaser;

7.3.5 the Escrow Agreement, duly executed by Purchaser; and

7.3.6 the Bill of Sale, duly executed by Company.

7.3.7 the aggregate Initial Purchase Price pursuant to and in the form prescribed by the provisions of Section 2.4.2, and subject to any then known adjustments thereto.

Article 8
Other Provisions

8.1 **RESERVED**.

8.2 **Notices**. All notices and other communications hereunder shall be in writing and shall be deemed given (a) when delivered by hand, (b) one (1) Business Day after being sent via a reputable nationwide overnight courier service, (c) three (3) Business Days after being mailed by registered or certified mail (return receipt requested), or (d) when sent via e-mail to the extent no customary delivery failure message is received, in each case, to the applicable party hereto at the following addresses:

To Purchaser:

Flagship Biosciences, Inc.
11800 Ridge Parkway, Suite 450
Broomfield, CO 80021
Attention: Trevor Johnson
trevor@flagshipbio.com

With a copy to

Ted Biderman, Esq.
PSL Law Group
1209 Pearl Street, Suite 1
Boulder, CO 80302
ted@psllawgroup.com

To the Company or to Shareholder:

Interpace Biosciences, Inc.
Morris Corporate Center 1, Building C
300 Interpace Parkway, Parsippany, NJ 07054
Attn: Tom Burnell
Email: tburnell@interpace.com

With a copy to

McDermott Will & Emery, LLP
One Vanderbilt Avenue
New York, New York 10017
Attn: Merrill Kraines
Email: mkraines@mwe.com

Each party may, by notice given hereunder, designate any further or different address or addresses to which notices and other communications are to be sent.

8.3 **Entire Agreement**. Unless otherwise herein specifically provided, this Agreement and the documents and instruments and other agreements among the parties hereto as contemplated by or referred to herein constitute the entire agreement among the parties with respect to the subject matter hereof and supersede all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof, including the Agreement. Each party hereto acknowledges that, in entering this Agreement and completing the transactions contemplated hereby, such party is not relying on any representation, warranty, covenant or agreement not expressly stated in this Agreement or in the agreements among the parties contemplated by or referred to herein.

8.4 **Assignability**. This Agreement is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder, except as otherwise expressly provided herein. Neither this Agreement nor any of the rights and obligations of the parties hereunder shall be assigned or delegated, whether by operation of law or otherwise, without the written consent of all parties hereto.

8.5 **Validity**. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, each of which shall remain in full force and effect.

8.6 **Specific Performance**. The parties hereto acknowledge that damages alone may not adequately compensate a party for violation by another party of this Agreement. Accordingly, in addition to all other remedies that may be available hereunder or under applicable law, any party shall have the right to any equitable relief that may be appropriate to remedy a breach or threatened breach by any other party hereunder, including the right to enforce specifically the terms of this Agreement by obtaining injunctive relief in respect of any violation or non-performance hereof.

8.7 **Governing Law; Venue**. Agreement shall take effect and shall be construed as a contract under the laws of the State of Delaware without giving effect to the conflict of law principles thereof. The parties agree that venue shall be in exclusively in the state or federal courts located in New Castle County in the State of Delaware.

8.8 **Confidentiality**. Purchaser agrees that any non-public information obtained by Purchaser regarding the Company or the Business after the date of this Agreement shall be held confidential and not disclosed to any third party (excepting Purchaser's accountants, attorneys, lenders and advisors) without the consent of Company unless required by law (and then only to the extent required after providing the Company with written notice and an opportunity to limit such disclosure).

8.9 **Arm's Length Negotiations; Drafting**. Each party hereto expressly represents and warrants to the other parties hereto that before executing this Agreement, said party has fully informed itself of the terms, contents, conditions and effects of this Agreement; said party has relied solely and completely upon its own judgment in executing this Agreement; said party has had the opportunity to seek and has obtained the advice of counsel before executing this Agreement, which is the result of arm's length negotiations conducted by and among the parties hereto and their respective counsel. This Agreement shall be deemed drafted jointly by the parties hereto and nothing shall be construed against one party hereto or another as the drafting party.

8.10 **Counterparts**. This Agreement may be executed in one or more counterparts (including by means of electronically transmitted portable document format (pdf) signature pages), all of which together shall constitute one and the same agreement.

8.11 **Non-Recourse**. All claims, obligations, liabilities or causes of action that may be based upon, in respect of, arise out of or relate in any manner to this Agreement, or the negotiation, execution, or performance of this Agreement (including any representation or warranty made in connection with, or as an inducement to, this Agreement), may be made only against the entities that are expressly identified as parties hereto in the preamble to this Agreement.

* * * * *

IN WITNESS WHEREOF, the parties have duly executed this Asset Purchase Agreement under seal as of the date first above written.

Flagship Biosciences, Inc.

By: */s/ Trevor Johnson*
Name: Trevor Johnson
Title: President and Chief Executive Officer

Interpace Pharma Solutions, Inc.

By: */s/ Thomas W. Burnell*
Name: Thomas W. Burnell
Title: President and Chief Executive Officer

Interpace Biosciences, Inc.

By: */s/ Thomas W. Burnell*
Name: Thomas W. Burnell
Title: President and Chief Executive Officer

List of Exhibits and Schedules

Exhibit or Schedule	Description
A	Form of Escrow Agreement
B	Form of Shared Services Agreement
C	Form of Bill of Sale and Assignment and Assumption Agreement
2.3.2	Shareholder Retained Assets
2.5(d)	Accrued Leave Obligations of Company Employees
3.1	Company Subsidiaries
3.4	Company Litigation and Claims
3.7.2	Company Backlog
3.10	Company Plans and Exceptions Regarding Company Plans
3.14.1	Client Contracts Requiring Consent to Assignment
3.15	Commercial Software
3.16	Insurance Contracts

Exhibit 10.1

Execution Version

SHARED SERVICES AGREEMENT

This Shared Services Agreement, dated and effective as of August 31, 2022 (this "**Agreement**"), is entered into between Interpace Pharma Solutions, Inc., a Delaware corporation ("Company") and Interpace Biosciences, Inc., a Delaware corporation ("**Shareholder**" and collectively with Company, "**Seller**"), and Flagship Biosciences, Inc. a Delaware limited liability company ("**Buyer**").

RECITALS

WHEREAS, Buyer and Seller have entered into that certain Asset Purchase Agreement, dated as of August 31, 2022 (the "**Purchase Agreement**"), pursuant to which Seller has agreed to sell and assign to Buyer, and Buyer has agreed to purchase and assume from Seller, substantially all of the assets, and certain specified liabilities, of the Business (as such term is defined in the Purchase Agreement);

WHEREAS, in order to ensure an orderly transition of the Business to Buyer and as a condition to consummating the transactions contemplated by the Purchase Agreement, Buyer and Seller have agreed to enter into this Agreement, pursuant to which Seller will provide, or cause its Affiliates to provide, Buyer with certain Services, in each case on a transitional basis and subject to the terms and conditions set forth herein; and

WHEREAS, capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such terms in the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual agreements and covenants hereinafter set forth, Buyer and Seller hereby agree as follows:

ARTICLE I
SERVICES

Section 1.01 Provision of Services.

(a) Seller agrees to provide, or to cause its Affiliates or third-party service providers to provide, the services (the "**Services**") set forth on the schedules attached hereto (as such schedules may be amended or supplemented pursuant to the terms of this Agreement, collectively, "**Schedule A**") to Buyer for the respective periods and on the other terms and conditions set forth in this Agreement and in Schedule A.

(b) Notwithstanding the contents of Schedule A, Seller agrees to respond in good faith to any reasonable request by Buyer for access to any additional services that were previously provided to the Business and are necessary for the operation of the Business and which are not currently contemplated in Schedule A, at a price to be agreed upon after good faith negotiations between the parties. Any such additional services so provided by Seller shall constitute Services under this Agreement and be subject in all respect to the provisions of this Agreement as if fully set forth on a Schedule A as of the date hereof.

(c) The parties hereto acknowledge the transitional nature of the Services and that Seller is not in the business of providing outsourced services to third parties. Accordingly, as promptly as practicable following the execution of this Agreement, Buyer agrees to transition each Service to its own internal organization or to obtain alternate third-party sources to provide the Services.

(d) Subject to **Section 2.03**, **Section 2.04** and **Section 3.05**, the obligations of Seller under this Agreement to provide Services shall terminate with respect to each Service on the end date specified in Schedule A (the "**End Date**"). Notwithstanding the foregoing, the parties acknowledge and agree that Buyer may determine from time to time that it does not require all the Services set out on Schedule A or that it does not require such Services for the entire period up to the applicable End Date. Accordingly, Buyer may terminate any Service, in whole and not in part, upon 15 days prior written notification to Seller in writing of any such determination.

Section 1.02 Standard of Service.

(a) Seller represents, warrants and agrees that the Services shall be provided in good faith, in accordance with Law and, except as specifically provided in the Schedule A, in a manner generally consistent with the historical provision of the Services and with, in all material respects, the same standard of care as historically provided in the twelve (12) months prior to the effective date of this Agreement. Subject to **Section 1.03**, Seller agrees to assign sufficient resources and qualified personnel as are reasonably required to perform the Services in accordance with the standards set forth in the preceding sentence.

(b) Except as expressly set forth in **Section 1.02(a)** or in any contract entered into hereunder, Seller makes no representations and warranties of any kind, implied or expressed, with respect to the Services, including, without limitation, no warranties of merchantability or fitness for a particular purpose, which are specifically disclaimed. Buyer acknowledges and agrees that this Agreement does not create a fiduciary relationship, partnership, joint venture or relationships of trust or agency between the parties and that all Services are provided by Seller as an independent contractor.

Section 1.03 Third-Party Service Providers. It is understood and agreed that Seller has been retaining, and will continue to retain, third-party service providers to provide some of the Services to Buyer. In addition, Seller shall have the right to hire other third-party subcontractors to provide all or part of any Service hereunder; *provided*, *however*, that in the event such subcontracting is inconsistent with past practices or such subcontractor is not already engaged with respect to such Service as of the date hereof, Seller shall obtain the prior written consent of Buyer to hire such subcontractor, such consent not to be unreasonably withheld, but where such subcontractor is being engaged to provide services to Seller or its Affiliates more broadly (and not just Services), Buyer's failure to provide that consent will relieve Seller of its obligations to provide Buyer with affected Services. Except as provided in the preceding sentence, Seller shall in all cases retain responsibility for the provision to Buyer of Services to be performed by any third-party service provider or subcontractor or by any of Seller's Affiliates.

Section 1.04 Access to Premises.

(a) In order to enable the provision of the Services by Seller, Buyer agrees that it shall provide to Seller's and its Affiliates' employees and any third-party service providers or subcontractors who provide Services, at no cost to Seller, access to the facilities, applicable assets and books and records of the Business, in all cases limited to the extent necessary for Seller to fulfill its obligations under this Agreement.

(b) Seller agrees that all of its and its Affiliates' employees and any third-party service providers and subcontractors, when on the property of Buyer or when given access to any equipment, computer, software, network or files owned or controlled by Buyer, shall conform to the policies and procedures of Buyer concerning health, safety and security which are made known to Seller in advance in writing.

ARTICLE II
COMPENSATION

Section 2.01 Responsibility for Wages and Fees. For such time as any employees of Seller or any of its Affiliates are providing the Services to Buyer under this Agreement, (a) such employees will remain employees of Seller or such Affiliate, as applicable, and shall not be deemed to be employees of Buyer for any purpose, and (b) Seller or such Affiliate, as applicable, shall be solely responsible for the payment and provision of all wages, bonuses and commissions, employee benefits, including severance and worker's compensation, and the withholding and payment of applicable Taxes relating to such employment.

Section 2.02 Terms of Payment and Related Matters.

(a) As consideration for provision of the Services, Buyer shall pay Seller the amount specified for each Service as reflected in Schedule A. In addition to such amount, in the event that Seller or any of its Affiliates incurs reasonable and documented out-of-pocket expenses in the provision of any Service in the ordinary course of the Business, including, without limitation, license fees and payments to third-party service providers or subcontractors, but excluding payments made to employees of Seller or any of its Affiliates pursuant to **Section 2.01** (such included expenses, collectively, "**Out-of-Pocket Costs**"), Buyer shall reimburse Seller for all such Out-of-Pocket Costs in accordance with the invoicing procedures set forth in **Section 2.02(b)**.

(b) As more fully provided in Schedule A and subject to the terms and conditions therein:

(i) Seller shall provide Buyer, in accordance with **Section 6.01** of this Agreement, with monthly invoices ("**Invoices**"), which shall set forth in reasonable detail, with such supporting documentation as Buyer may reasonably request with respect to Out-of-Pocket Costs, amounts payable under this Agreement; and

(ii) payments pursuant to this Agreement shall be made within thirty (30) days after the date of receipt of an Invoice by Buyer from Seller.

(c) It is the intent of the parties that the compensation set forth in the respective Schedule A reasonably approximate the cost of providing the Services, including the cost of employee wages and compensation, without any intent to cause Seller to receive profit or incur loss. If at any time Seller believes that the payments contemplated by a specific Service Exhibit are materially insufficient to compensate it for the cost of providing the Services it is obligated to provide hereunder, or Buyer believes that the payments contemplated by a specific Service Exhibit materially overcompensate Seller for such Services, such party shall notify the other party as soon as possible, and the parties hereto will commence good faith negotiations toward an agreement in writing as to the appropriate course of action with respect to pricing of such Services for future periods.

Section 2.03 Extension of Services. The parties agree that Seller shall not be obligated to perform any Service after the applicable End Date; *provided*, *however*, that if Buyer desires and Seller agrees to continue to perform any of the Services after the applicable End Date, the parties shall negotiate in good faith to determine an amount that compensates Seller for all of its costs for such performance, including the time of its employees and its Out-of-Pocket Costs. The Services so performed by Seller after the applicable End Date shall continue to constitute Services under this Agreement and be subject in all respects to the provisions of this Agreement for the duration of the agreed-upon extension period.

Section 2.04 Terminated Services. Upon termination or expiration of any or all Services pursuant to this Agreement, or upon the termination of this Agreement in its entirety, Seller shall have no further obligation to provide the applicable terminated Services and Buyer will have no obligation to pay any future compensation or Out-of-Pocket Costs relating to such Services (other than for or in respect of Services already provided in accordance with the terms of this Agreement and received by Buyer prior to such termination).

Section 2.05 Invoice Disputes. In the event of an Invoice dispute, Buyer shall deliver a written statement to Seller no later than ten (10) days prior to the date payment is due on the disputed Invoice listing all disputed items and providing a reasonably detailed description of each disputed item. Amounts not so disputed shall be deemed accepted and shall be paid, notwithstanding disputes on other items, within the period set forth in **Section 2.02(b)**. The parties shall seek to resolve all such disputes expeditiously and in good faith. Seller shall continue performing the Services in accordance with this Agreement pending resolution of any dispute. However, if undisputed invoiced amounts remain unpaid for more than fifteen (15) days after the date on which payment was due, Seller may suspend provision of Services until those amounts are paid in full.

Section 2.06 No Right of Setoff. Each of the parties hereby acknowledges that it shall have no right under this Agreement to offset any amounts owed (or to become due and owing) to the other party, whether under this Agreement, the Purchase Agreement or otherwise, against any other amount owed (or to become due and owing) to it by the other party.

Section 2.07 Taxes. Buyer shall be responsible for all sales or use Taxes imposed or assessed as a result of the provision of Services by Seller.

ARTICLE III
TERMINATION

Section 3.01 Termination of Agreement. Subject to **Section 3.04**, this Agreement shall terminate in its entirety (i) on the date upon which Seller shall have no continuing obligation to perform any Services as a result of each of their expiration or termination in accordance with **Section 1.01(d)** or **Section 3.02** or (ii) in accordance with **Section 3.03**.

Section 3.02 Breach. Any party (the "**Non-Breaching Party**") may terminate this Agreement with respect to any Service, in whole but not in part, at any time upon prior written notice to the other party (the "**Breaching Party**") if the Breaching Party has failed (other than pursuant to **Section 3.05**) to perform any of its material obligations under this Agreement relating to such Service, and such failure shall have continued without cure for a period of fifteen (15) days after receipt by the Breaching Party of a written notice of such failure from the Non-Breaching party seeking to terminate such service. For the avoidance of doubt, non-payment by Buyer for a Service provided by Seller in accordance with this Agreement and not the subject of a good-faith dispute shall be deemed a breach for purposes of this **Section 3.02**.

Section 3.03 Insolvency. In the event that either party hereto shall (i) file a petition in bankruptcy, (ii) become or be declared insolvent, or become the subject of any proceedings (not dismissed within sixty (60) days) related to its liquidation, insolvency or the appointment of a receiver, (iii) make an assignment on behalf of all or substantially all of its creditors, or (iv) take any corporate action for its winding up or dissolution, then the other party shall have the right to terminate this Agreement by providing written notice in accordance with **Section 6.01**.

Section 3.04 Effect of Termination. Upon termination of this Agreement in its entirety pursuant to **Section 3.01**, all obligations of the parties hereto shall terminate, except for the provisions of **Section 2.04**, **Section 2.06**, **Section 2.07**, **Article IV**, **Article V** and **Article VI** , which shall survive any termination or expiration of this Agreement.

Section 3.05 Force Majeure. The obligations of Seller under this Agreement with respect to any Service shall be suspended during the period and to the extent that Seller is prevented or hindered from providing such Service, or Buyer is prevented or hindered from receiving such Service, due to any of the following causes beyond such party's reasonable control (such causes, "**Force Majeure Events**"): (i) acts of God, (ii) flood, fire or explosion, (iii) war, invasion, riot or other civil unrest, (iv) Governmental Order or Law, (v) actions, embargoes or blockades in effect on or after the date of this Agreement, (vi) action by any Governmental Authority, (vii) national or regional emergency, (viii) strikes, labor stoppages or slowdowns or other industrial disturbances, (ix) shortage of adequate power or transportation facilities, or (x) any other event which is beyond the reasonable control of such party. The party suffering a Force Majeure Event shall give notice of suspension as soon as reasonably practicable to the other party stating the date and extent of such suspension and the cause thereof, and Seller shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. Neither Buyer nor Seller shall be liable for the nonperformance or delay in performance of its respective obligations under this Agreement when such failure is due to a Force Majeure Event. The applicable End Date for any Service so suspended shall be automatically extended for a period of time equal to the time lost by reason of the suspension.

ARTICLE IV
CONFIDENTIALITY

Section 4.01 Confidentiality.

(a) During the term of this Agreement and thereafter, the parties hereto shall, and shall instruct their respective Representatives to, maintain in confidence and not disclose the other party's financial, technical, sales, marketing, development, personnel, and other information, records, or data, including, without limitation, customer lists, supplier lists, trade secrets, designs, product formulations, product specifications or any other proprietary or confidential information, however recorded or preserved, whether written or oral (any such information, "**Confidential Information**"). Each party hereto shall use the same degree of care, but no less than reasonable care, to protect the other party's Confidential Information as it uses to protect its own Confidential Information of like nature. Unless otherwise authorized in any other agreement between the parties, any party receiving any Confidential Information of the other party (the "**Receiving Party**") may use Confidential Information only for the purposes of fulfilling its obligations under this Agreement (the "**Permitted Purpose**"). Any Receiving Party may disclose such Confidential Information only to its Representatives who have a need to know such information for the Permitted Purpose and who have been advised of the terms of this **Section 4.01** and the Receiving Party shall be liable for any breach of these confidentiality provisions by such Persons; *provided*, *however*, that any Receiving Party may disclose such Confidential Information to the extent such Confidential Information is required to be disclosed by a Governmental Order, in which case the Receiving Party shall promptly notify, to the extent possible, the disclosing party (the "**Disclosing Party**"), and take reasonable steps to assist in contesting such Governmental Order or in protecting the Disclosing Party's rights prior to disclosure, and in which case the Receiving Party shall only disclose such Confidential Information that it is advised by its counsel in writing that it is legally bound to disclose under such Governmental Order.

(b) Notwithstanding the foregoing, "Confidential Information" shall not include any information that the Receiving Party can demonstrate: (i) was publicly known at the time of disclosure to it, or has become publicly known through no act of the Receiving Party or its Representatives in breach of this **Section 4.01**; (ii) was rightfully received from a third party without a duty of confidentiality; or (iii) was developed by it independently without any reliance on the Confidential Information.

(c) Upon demand by the Disclosing Party at any time, or upon expiration or termination of this Agreement with respect to any Service, the Receiving Party agrees promptly to return or destroy, at the Disclosing Party's option, all Confidential Information. If such Confidential Information is destroyed, an authorized officer of the Receiving Party shall certify to such destruction in writing.

ARTICLE V
Limitation on Liability; Indemnification

Section 5.01 Limitation on Liability. In no event shall Seller have any liability under any provision of this Agreement for any punitive, incidental, consequential, special or indirect damages, including loss of future revenue or income, loss of business reputation or opportunity relating to the breach or alleged breach of this Agreement, or diminution of value or any damages based on any type of multiple, whether based on statute, contract, tort or otherwise, and whether or not arising from the other party's sole, joint, or concurrent negligence, strict liability, criminal liability or other fault. In no event shall Seller's aggregate liability under this Agreement exceed the amounts paid by Buyer for the Services giving rise to the claim in the six (6) months prior to the date on which the claim arose. Buyer acknowledges that the Services to be provided to it hereunder are subject to, and that its remedies under this Agreement are limited by, the applicable provisions of **Section 1.02**, including the limitations on representations and warranties with respect to the Services.

Section 5.02 Indemnification. Subject to the limitations set forth in **Section 5.01**, each Party shall indemnify, defend and hold harmless the other Party and its Affiliates and each of their respective Representatives (collectively, the "**Indemnified Parties**") from and against any and all Losses of the Indemnified Parties relating to, arising out of or resulting from any Third Party Claim alleging the gross negligence or willful misconduct of the indemnifying party or its Affiliates.

Section 5.03 Indemnification Procedures. The matters set forth in Section 6.7.3 of the Purchase Agreement shall be deemed incorporated into, and made a part of, this Agreement.

ARTICLE VI
MISCELLANEOUS

Section 6.01 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this **Section 6.01**):

(a) if to Seller:

Interpace Biosciences, Inc.
Morris Corporate Center 1, Building C
300 Interpace Parkway, Parsippany, NJ 07054
Attn: Tom Burnell
Email: tburnell@interpace.com

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

McDermott Will & Emery, LLP
One Vanderbilt Avenue
New York, New York 10017
Attn: Merrill Kraines
Email: mkraines@mwe.com

(b) if to Buyer:

Flagship Biosciences, Inc.
11800 Ridge Parkway Suite 450
Broomfield, Co 80021
E-mail: trevor@flagshipbio.com
Attention: CEO

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

PSL Law group LLC
1209 Pearl St. Unit 1
Boulder, CO 30302
E-mail: ted@psllawgroup.com
Attention: Ted Biderman

Section 6.02 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 6.03 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Section 6.04 Entire Agreement. This Agreement, including all Schedule A, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event and to the extent that there is a conflict between the provisions of this Agreement and the provisions of the Purchase Agreement as it relates to the Services hereunder, the provisions of this Agreement shall control.

Section 6.05 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. However, Seller may not assign its rights or obligations hereunder without the prior written consent of Buyer, which consent shall not be unreasonably withheld or delayed. No assignment shall relieve the assigning party of any of its obligations hereunder.

Section 6.06 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

Section 6.07 Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Section 6.08 Governing Law; Submission to Jurisdiction. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule. Any legal suit, action or proceeding arising out of or based upon this agreement or the transactions contemplated hereby may be instituted in the federal courts of the United States of America or the courts of the state of Delaware in each case located in New Castle County, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court. The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or any proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

Section 6.09 Waiver of Jury Trial. Each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this agreement or the transactions contemplated hereby. Each party to this agreement certifies and acknowledges that (a) no representative of any other party has represented, expressly or otherwise, that such other party would not seek to enforce the foregoing waiver in the event of a legal action, (b) such party has considered the implications of this waiver, (c) such party makes this waiver voluntarily, and (d) such party has been induced to enter into this agreement by, among other things, the mutual waivers and certifications in this **Section 6.09**.

Section 6.10 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

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

Flagship Biosciences, Inc.

By *[/s/ Trevor Johnson]*
Name: Trevor Johnson
Title: President and Chief Executive Officer

Interpace Pharma Solutions, Inc.

By *[/s/ Thomas W. Burnell]*
Name: Thomas W. Burnell
Title: President and Chief Executive Officer

Interpace Biosciences, Inc.

By: *[/s/ Thomas W. Burnell]*
Name: Thomas W. Burnell
Title: Chief Executive Officer

Exhibit 99.1

August 31, 2022

Interpace Biosciences Completes Sale of Its Pharma Services Business to Flagship Biosciences, Inc.

- ***Interpace Transitions to focused Molecular Diagnostics Business***
- ***Disposition of Pharma Services Expected to Improve Operating Cash Flow by nearly $5 million Annually***

PARSIPPANY, NJ, Aug. 31, 2022 (GLOBE NEWSWIRE) — Interpace Biosciences, Inc. (OTCQX: IDXG) ("Interpace" or the "Company"), a leader in enabling personalized medicine, has announced the closing of a definitive asset purchase agreement under which Flagship Biosciences, Inc. has acquired the Company's Pharma Services business (Interpace Pharma Solutions). The Company will use the proceeds from the transaction for working capital requirements and investments to help drive the growth of its molecular diagnostics business.

"With the completion of the transaction, we expect the Company's operating cash flow to improve by nearly $5 million annually. We will be a focused Molecular Diagnostic Company offering best in class solutions and diagnostic insights, for determining the presence of certain cancers to clinicians and their patients. We believe that eliminating the negative cash flow burden of the Pharma Services business will allow the Company and management to focus time and resources on product expansion, advancing the clinical utility of existing and new products, additional revenue growth through increased client acquisition, and reimbursement increases as a result of contract and billing improvement, leading to substantially improved margins" said Dr. Thomas Burnell, President and CEO.

"In addition," continued Dr. Burnell "I believe the focus of our resources and attention solely to innovative improvements and growth of the Diagnostics business will provide the greatest benefit to our current and new clients as well as shareholders."

About Interpace Biosciences

Interpace Biosciences is an emerging leader in enabling personalized medicine, offering specialized services along the therapeutic value chain including early diagnosis and prognostic planning.

Clinical services, through Interpace Diagnostics, provides clinically useful molecular diagnostic tests, bioinformatics and pathology services for evaluating risk of cancer by leveraging the latest technology in personalized medicine for improved patient diagnosis and management. Interpace has five commercialized molecular tests and one test in a clinical evaluation program (CEP): PancraGEN® for the diagnosis and prognosis of pancreatic cancer from pancreatic cysts; PanDNA, a "molecular only" version of PancraGEN® that provides physicians a snapshot of a limited number of factors; ThyGeNEXT® for the diagnosis of thyroid cancer from thyroid nodules utilizing a next generation sequencing assay; ThyraMIR® for the diagnosis of thyroid cancer from thyroid nodules utilizing a proprietary gene expression assay; and RespriDX® that differentiates lung cancer of primary versus metastatic origin. In addition, BarreGEN®, a molecular based assay that helps resolve the risk of progression of Barrett's Esophagus to esophageal cancer, is currently in a clinical evaluation program (CEP) whereby we gather information from physicians using BarreGEN® to assist us in gathering clinical evidence relative to the safety and performance of the test and also providing data that will potentially support payer reimbursement.

For more information, please visit Interpace Biosciences' website at www.interpace.com.

Forward-looking Statements

This press release contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, Section 21E of the Securities Exchange Act of 1934 and the Private Securities Litigation Reform Act of 1995, relating to the Company's future financial and operating performance. The Company has attempted to identify forward looking statements by terminology including "believes," "estimates," "anticipates," "expects," "plans," "projects," "intends," "potential," "may," "could," "might," "will," "should," "approximately" or other words that convey uncertainty of future events or outcomes to identify these forward- looking statements. These statements are based on current expectations, assumptions and uncertainties involving judgments about, among other things, future economic, competitive and market conditions and future business decisions, all of which are difficult or impossible to predict accurately and many of which are beyond the Company's control. These statements also involve known and unknown risks, uncertainties and other factors that may cause the Company's actual results to be materially different from those expressed or implied by any forward-looking statements, including, but not limited to, the reimbursement of the Company's tests being subject to review by CMS, the adverse impact of the COVID- 19 pandemic on the Company's operations and revenues, the substantial doubt about the Company's ability to continue as a going concern, the possibility that the Company's estimates of future revenue, cash flows and adjusted EBITDA may prove to be materially inaccurate, the Company's history of operating losses, the Company's ability to adequately finance its business and seek alternative sources of financing, the Company's ability to repay borrowings with Comerica Bank and BroadOak, the Company's dependence on sales and reimbursements from its clinical services, the Company's ability to retain or secure reimbursement including its reliance on third parties to process and transmit claims to payers and the adverse impact of any delay, data loss, or other disruption in processing or transmitting such claims, and the Company's revenue recognition being based in part on estimates for future collections which estimates may prove to be incorrect. Additionally, all forward-looking statements are subject to the "Risk Factors" detailed from time to time in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2021, as amended, Current Reports on Form 8-K and Quarterly Reports on Form 10-Q filed with the Securities and Exchange Commission. Because of these and other risks, uncertainties and assumptions, undue reliance should not be placed on these forward-looking statements. In addition, these statements speak only as of the date of this press release and, except as may be required by law, the Company undertakes no obligation to revise or update publicly any forward-looking statements for any reason.

Interpace Biosciences Contacts:

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Interpace Biosciences®

Exhibit 99.2

Unaudited Pro Forma Condensed Consolidated Financial Information

The unaudited pro forma condensed consolidated financial statements were prepared to assist readers in understanding the nature and effects of the sale (the "Asset Sale") by Interpace Biosciences, Inc., (the "Company"), on August 31, 2022 of substantially all of the assets and the ongoing business comprising the Company's Pharma Services business ("Interpace Pharma Solutions") pursuant to the Asset Purchase Agreement, dated as of August 31, 2022, by and among Flagship Biosciences, Inc. (the "Buyer"), Interpace Pharma Solutions, Inc. and the Company (the "Asset Purchase Agreement"). The unaudited pro forma condensed consolidated statements of operations for the six months ended June 30, 2022, and for the year ended December 31, 2021 have been prepared with the assumption that the Asset Sale was completed as of January 1, 2021. The Unaudited Pro Forma Condensed Consolidated Balance Sheet as of June 30, 2022 has been prepared with the assumption that the Asset Sale was completed as of the balance sheet date.

The unaudited pro forma condensed consolidated financial information is prepared in accordance with Article 11 of Regulation S-X. The historical consolidated financial information has been adjusted in the accompanying unaudited pro forma condensed consolidated financial information to give effect to pro forma events that are (i) directly attributable to the Asset Sale, (ii) factually supportable, and (iii) with respect to the Unaudited Pro Forma Condensed Consolidated Statements of Operations, expected to have a continuing impact on the consolidated results.

The unaudited pro forma condensed consolidated financial statements do not purport to be indicative of the results of operations or the financial position which would have actually resulted if the Asset Sale had been completed on the dates indicated, or which may result in the future.

The unaudited pro forma financial information has been prepared by the Company based upon assumptions deemed appropriate by the Company's management. An explanation of certain assumptions is set forth under the notes to the unaudited pro forma condensed consolidated financial statements.

The unaudited pro forma financial information should be read in conjunction with the historical consolidated financial statements and notes thereto contained in the Company's Annual Report on Form 10-K for the year ended December 31, 2021, as amended, Quarterly Report on Form 10-Q for the quarter ended March 31, 2022 and Quarterly Report on Form 10-Q for the quarter ended June 30, 2022.

INTERPACE BIOSCIENCES, INC.
UNAUDITED PRO FORMA CONDENSED CONSOLIDATED BALANCE SHEET
As of June 30, 2022
(in thousands, except share and per share data)

	Interpace Biosciences, Inc	Sale of Interpace Pharma Solutions (d), (e)	Adjustments	Pro Forma
ASSETS				
Current assets:				
Cash and cash equivalents	$ 1,865	$ -	$ 6,433(f)	$ 8,298
Restricted cash	250	-	-	250
Accounts receivable, net of allowance for doubtful accounts of $72	6,446	(2,244)	-	4,202
Other current assets	2,697	(1,177)	500(f)	2,020
Total current assets	11,258	(3,421)	6,933	14,770
Property and equipment, net	5,970	(5,621)	-	349
Other intangible assets, net	6,215	-	(4,719)(b)	1,496
Goodwill	8,433	-	(8,433)(b)	-
Operating lease right of use assets	3,483	(2,589)	-	894
Other long-term assets	129	(19)	-	110
Total assets	$ 35,488	$ (11,650)	$ (6,219)	$ 2,849
LIABILITIES AND STOCKHOLDERS' DEFICIT				
Current liabilities:				
Accounts payable	$ 3,522	$ (1,307)	$ -	$ 2,215
Accrued salary and bonus	3,368	(509)	-	2,859
Other accrued expenses	8,793	(563)	-	8,230
Convertible debt	2,000	-	-	2,000
Current liabilities from discontinued operations	766	-	-	766
Total current liabilities	18,449	(2,379)	-	16,070
Contingent consideration	762	-	-	762
Operating lease liabilities, net of current portion	2,691	(2,496)	-	195
Line of credit	2,500	-	-	2,500
Note payable at fair value	7,782	-	-	7,782
Other long-term liabilities	4,720	(37)	-	4,683
Total liabilities	36,904	(4,912)	-	15,922
Commitments and contingencies				
Redeemable preferred stock, $.01 par value; 5,000,000 shares authorized, 47,000 shares Series B issued and outstanding	46,536	-	-	46,536
Stockholders' deficit:				
Common stock, $.01 par value; 100,000,000 shares authorized; 4,277,317 shares issued, 4,229,948 shares outstanding	404	-	-	404
Additional paid-in capital	186,823	-	-	186,823
Accumulated deficit	(233,245)	(6,738)	(6,219)(g)	(246,202)
Treasury stock, at cost (47,369 shares)	(1,934)	-	-	(1,934)
Total stockholders' deficit	(47,952)	(6,738)	(6,219)	(60,909)
Total liabilities and stockholders' deficit	(11,048)	(11,650)	(6,219)	(44,987)
Total liabilities, preferred stock and stockholders' deficit	$ 35,488	$ (11,650)	$ (6,219)	$ 1,549

The accompanying notes are an integral part of these unaudited pro forma condensed consolidated financial statements

INTERPACE BIOSCIENCES, INC.
UNAUDITED PRO FORMA CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(in thousands, except for per share data)

	Pro Forma Six Months Ended June 30, 2022			
	Interpace Biosciences Inc.	**Sale of Interpace Pharma Solutions (a)**	**Adjustments**	**Pro Forma**
Revenue, net	$ 19,728	$ 4,410	$ -	$ 15,318
Cost of revenue	11,234	4,404	-	6,830
Gross profit	8,494	6	-	8,488
Operating expenses:				
Sales and marketing	5,190	439	-	4,751
Research and development	566	131	-	435
General and administrative	7,597	1,728	-	5,869
Transition expense	146	146	-	-
Acquisition related amortization expense	1,071	436	-	635
Change in fair value of contingent consideration	(311)	-	-	(311)
Total operating expenses	14,259	2,880	-	11,379
Operating loss	(5,765)	(2,874)	-	(2,891)
Interest accretion expense	(85)	-	-	(85)
Related party interest	-	-	-	-
Note payable interest	(390)	-	-	(390)
Other income (expense), net	194	(4)	-	198
Loss from continuing operations before tax	(6,046)	(2,878)	-	(3,168)
Provision for income taxes	34	-	-(c)	34
Loss from continuing operations	(6,080)	(2,878)	-	(3,202)
Loss from discontinued operations, net of tax	(106)	-	-	(106)
Net loss	$ (6,186)	$ (2,878)	$ -	$ (3,308)
Basic and diluted loss per share of common stock:				
From continuing operations	$ (1.44)			$ (0.76)
From discontinued operations	(0.03)			(0.03)
Net loss per basic and diluted share of common stock	$ (1.47)			$ (0.78)
Weighted average number of common shares and common share equivalents outstanding:				
Basic	4,219			4,219
Diluted	4,219			4,219

The accompanying notes are an integral part of these unaudited pro forma condensed consolidated financial statements

INTERPACE BIOSCIENCES, INC.
UNAUDITED PRO FORMA CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(in thousands, except for per share data)

	Pro Forma Year Ended December 31, 2021			
	Interpace Biosciences Inc.	**Sale of Interpace Pharma Solutions (a)**	**Adjustments**	**Pro Forma**
Revenue, net	$ 41,314	$ 8,197	$ -	$ 33,117
Cost of revenue	23,369	9,055	-	14,314
Gross profit	17,945	(858)	-	18,803
Operating expenses:				
Sales and marketing	10,067	890	-	9,177
Research and development	1,882	389	-	1,493
General and administrative	13,669	2,964	-	10,705
Transition expense	2,585	1,688	-	897
Loss on DiaMir transaction	13	-	-	13
Acquisition related amortization expense	4,064	872	-	3,192
Change in fair value of contingent consideration	(338)	-	-	(338)
Total operating expenses	31,942	6,803	-	25,139
Operating loss	(13,997)	(7,661)	-	(6,336)
Interest accretion expense	(496)	-	-	(496)
Related party interest	(424)	-	-	(424)
Other income (expense), net	(496)	(10)	-	(486)
Loss from continuing operations before tax	(15,413)	(7,671)	-	(7,742)
Benefit for income taxes	(667)	-	-(c)	(667)
Loss from continuing operations	(14,746)	(7,671)	-	(7,075)
Loss from discontinued operations, net of tax	(197)	-	-	(197)
Net loss	$ (14,943)	$ (7,671)	$ -	$ (7,272)
Basic and diluted loss per share of common stock:				
From continuing operations	$ (3.57)			$ (1.71)
From discontinued operations	(0.05)			(0.05)
Net loss per basic and diluted share of common stock	$ (3.61)			$ (1.76)
Weighted average number of common shares and common share equivalents outstanding:				
Basic	4,135			4,135
Diluted	4,135			4,135

The accompanying notes are an integral part of these unaudited pro forma condensed consolidated financial statements

INTERPACE BIOSCIENCES, INC.
NOTES TO PRO FORMA CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(in thousands)

1. INTERPACE PHARMA SOLUTIONS SALE

On August 31, 2022, the Company completed a sale of its Interpace Pharma Solutions business unit to the Buyer for an aggregate cash purchase price at the closing of approximately $7,000,000 ($500,000 of which has been deposited into escrow), subject to a potential post-closing working capital adjustment, and the assumption by the Buyer of certain specified liabilities. Under the Purchase Agreement, the Company is also entitled to receive an earnout payment on or before September 23, 2022 of up to $2,000,000, subject to the gross revenue of Interpace Pharma Solutions being greater than $7,000,000 for the period beginning September 1, 2021 and ending August 31, 2022.

2. UNAUDITED PRO FORMA ADJUSTMENTS

The following notes describe the basis for and/or assumptions regarding certain of the pro forma adjustments included in the Company's unaudited pro forma condensed consolidated financial statements:

(a) The amounts being eliminated represent the revenues, cost of revenues, and operating and other expenses that are attributable to the sale of Interpace Pharma Solutions.

(b) The net carrying amounts of goodwill and other intangible assets associated with Interpace Pharma Solutions. The balances became impaired and were immediately written off on the effective date of the Sale.

(c) Due to the existence of both current year operating losses and net operating loss carryforwards for the Company, any income tax expense resulting from the Sale would be offset. Therefore, no pro forma adjustment for income tax expense has been presented in connection with the Sale.

(d) Represents the disposition of the assets and liabilities that are being transferred as part of the Sale

(e) Net book value of Interpace Pharma Solutions:

Interpace Pharma Solutions assets to be sold	$	11,650
Interpace Pharma Solutions liabilities to be assumed		(4,912)
Net book value of Interpace Pharma Solutions	$	6,738

(f) To record sales proceeds, net of estimated closing costs, for the sale of Interpace Pharma Solutions. The cash proceeds were calculated based on management's estimate of the probability of certain scenarios as defined in the Purchase Agreement.

Cash proceeds	$	7,000
Escrow amount		(500)
Working capital adjustment		58
Transaction costs to be incurred at closing (bank fees, legal, accounting)		(125)
Net cash from Sale of Interpace Pharma Solutions	$	6,433

(g) Adjustments to accumulated deficit:

Cash proceeds	$	7,000
Transaction costs		(125)
Goodwill and other intangible asset impairments		(13,152)
	$	(6,277)