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

FORM 10-Q

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

For the quarterly period ended March 31, 2026

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

For the transition period from ____ to ____

Commission File Number: 001-35756

NEOGENOMICS, INC.

(Exact name of registrant as specified in its charter)

Nevada	**74-2897368**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification No.)**
9490 NeoGenomics Way, Fort Myers, Florida	**33912**
(Address of principal executive offices)	**(Zip Code)**

(239) 768-0600
(Registrant's telephone number, including area code)

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

Title of each class	Trading Symbol	Name of each exchange on which registered
Common stock ($0.001 par value)	NEO	The Nasdaq Stock Market LLC

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

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

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

Large accelerated filer	S	Accelerated filer	☐
Non-accelerated filer	☐	Smaller Reporting Company	☐
		Emerging Growth Company	☐

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

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

As of April 24, 2026, the registrant had 130,211,780 shares of common stock, par value $0.001 per share outstanding.

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FORWARD-LOOKING STATEMENTS

This Quarterly Report on Form 10-Q contains forward-looking statements. These forward-looking statements generally can be identified by the use of words such as “anticipate,” “believe,” “could,” “estimate,” “expect,” “forecast,” “goal,” “intends,” “may,” “plan,” “potential,” , “project,”, “seek,” “will,” “would,” and similar words and expressions, although not all forward-looking statements contain these identifying words. These forward-looking statements address various matters, including the Company’s strategy, planned future operations and related expectations with respect to timing and performance, future financial position, future revenues, growth potential and expected growth drivers, the timing, performance and anticipated benefits of collaboration, partnership and licensing activities, projected costs and capital expenditures, prospects and plans, and objectives of management. The Company may not actually achieve the plans, intentions or expectations disclosed in the forward-looking statements and you should not place undue reliance on the forward-looking statements. These forward-looking statements involve known and unknown risks and uncertainties that could cause the Company's actual results, performance or achievements to differ materially from those expressed or implied by the forward-looking statements. Applicable risks and uncertainties include, among others, the Company's ability to identify and implement appropriate financial and operational initiatives to execute on its strategic priorities, to enter new markets and increase market share in both current and new markets, to assemble and maintain an effective executive team, to continue gaining new customers, develop and commercialize new types of tests, integrate its acquisitions, manage the effects of seasonality, execute on its long-range strategic priorities, and otherwise implement its business plans, as well as the potential impact of evolving regulatory requirements related to laboratory developed tests, the impact of tariffs and trade policy uncertainty on the Company's supply chain and costs, and any potential reimbursement changes by the government and commercial payors, and the risks set forth in Part I, Item 1A, “Risk Factors” in our Annual Report on Form 10-K for the fiscal year ended December 31, 2025, as filed with the Securities and Exchange Commission (the “SEC”) on February 17, 2026.

The forward-looking statements included in this Quarterly Report on Form 10-Q speak only as of the date of this report, and the Company undertakes no obligation to update any forward-looking statement or statements to reflect events or circumstances after the date on which such statement is made or to reflect the occurrence of unanticipated events. New risk factors emerge from time to time and it is not possible for management to predict all of such risk factors, nor can it assess the impact of each such factor on the Company's business or the extent to which any factor, or combination of factors, may cause actual results to differ materially from those contained in any forward-looking statements.

Glossary

Throughout this Quarterly Report on Form 10-Q, we may use certain abbreviations, acronyms and terms which are described below:

ACLA	American Clinical Laboratory Association
CAP	College of American Pathologists
CLIA	Clinical Laboratory Improvement Amendments of 1988
CMS	Centers for Medicare and Medicaid Services
CRO	Contract research organizations
FDA	U.S. Food and Drug Administration
FISH	Fluorescence In-Situ Hybridization
GAAP	U.S. generally accepted accounting principles
IHC	Immunohistochemistry
LDT	Laboratory developed tests
LIMS	Laboratory Information Management System
MRD	Molecular residual disease
NGS	Next-generation sequencing
OIG	The Office of Inspector General of the Department of Health and Human Services
PCR	Polymerase chain reaction

PART I — FINANCIAL INFORMATION
ITEM 1. FINANCIAL STATEMENTS
NEOGENOMICS, INC.
CONDENSED CONSOLIDATED BALANCE SHEETS
(in thousands, except share data)

	(unaudited) March 31, 2026	December 31, 2025
ASSETS		
Current assets		
Cash and cash equivalents	$ 146,143	$ 159,618
Accounts receivable, net	167,424	159,242
Inventories	29,837	28,566
Prepaid assets	23,666	21,443
Other current assets	6,614	7,417
Total current assets	373,684	376,286
Property and equipment (net of accumulated depreciation of $215,966 and $209,057, respectively)	83,659	84,834
Operating lease right-of-use assets	76,703	78,444
Intangible assets, net	278,895	286,528
Goodwill	523,995	524,344
Other assets	9,595	9,394
Total non-current assets	972,847	983,544
Total assets	$ 1,346,531	$ 1,359,830
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities		
Accounts payable	$ 25,898	$ 23,090
Accrued compensation	40,576	47,580
Accrued expenses and other liabilities	12,727	12,003
Current portion of operating lease liabilities	4,828	4,776
Contract liabilities	561	851
Total current liabilities	84,590	88,300
Long-term liabilities		
Operating lease liabilities	61,461	62,822
Convertible senior notes, net	342,240	341,858
Deferred income tax liabilities, net	17,450	18,219
Other long-term liabilities	12,030	12,069
Total long-term liabilities	433,181	434,968
Total liabilities	$ 517,771	$ 523,268
Commitments and contingencies (Note 11)		
Stockholders' equity		
Common stock, $0.001 par value, (250,000,000 shares authorized; 129,653,642 and 128,989,152 shares issued and outstanding, respectively)	$ 129	$ 129
Additional paid-in capital	1,279,539	1,270,235
Accumulated other comprehensive income (loss)	4	4
Accumulated deficit	(450,912)	(433,806)
Total stockholders' equity	$ 828,760	$ 836,562
Total liabilities and stockholders' equity	$ 1,346,531	$ 1,359,830

See the accompanying notes to the unaudited Condensed Consolidated Financial Statements.

NEOGENOMICS, INC.
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(in thousands, except per share data)
(unaudited)

	Three Months Ended March 31,	
	2026	**2025**
NET REVENUE	$ 186,672	$ 168,035
COST OF REVENUE	105,808	94,789
GROSS PROFIT	80,864	73,246
Operating expenses:		
General and administrative	65,741	68,207
Research and development	9,534	10,181
Sales and marketing	23,830	22,683
Total operating expenses	99,105	101,071
LOSS FROM OPERATIONS	(18,241)	(27,825)
Interest income	(1,273)	(3,721)
Interest expense	598	1,618
Other expense (income), net	12	(65)
Loss before taxes	(17,578)	(25,657)
Income tax (benefit) expense	(472)	266
NET LOSS	$ (17,106)	$ (25,923)
NET LOSS PER SHARE		
Basic	$ (0.13)	$ (0.20)
Diluted	$ (0.13)	$ (0.20)
WEIGHTED AVERAGE COMMON SHARES OUTSTANDING		
Basic	129,166	127,376
Diluted	129,166	127,376

See the accompanying notes to the unaudited Condensed Consolidated Financial Statements.

NEOGENOMICS, INC.
CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE LOSS
(in thousands)
(unaudited)

	Three Months Ended March 31,	
	2026	**2025**
NET LOSS	$ (17,106)	$ (25,923)
OTHER COMPREHENSIVE INCOME:		
Net unrealized gain on marketable securities, net of tax	—	150
Total other comprehensive income, net of tax	—	150
COMPREHENSIVE LOSS	$ (17,106)	$ (25,773)

See the accompanying notes to the unaudited Condensed Consolidated Financial Statements.

NEOGENOMICS, INC.
CONDENSED CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY
(unaudited, in thousands, except share data)

	Common Stock		Additional Paid-In Capital	Accumulated Other Comprehensive Income	Accumulated Deficit	Total
	Shares	Amount				
Balance, December 31, 2025	128,989,152	$ 129	$ 1,270,235	$ 4	$ (433,806)	$ 836,562
Issuance of common stock for ESPP	94,795	—	909	—	—	909
Issuance of restricted stock, net of forfeitures	485,573	—	(2,002)	—	—	(2,002)
Issuance of common stock for stock options	84,122	—	764	—	—	764
Stock issuance fees and expenses	—	—	(3)	—	—	(3)
Stock-based compensation expense	—	—	9,636	—	—	9,636
Net loss	—	—	—	—	(17,106)	(17,106)
Balance, March 31, 2026	129,653,642	$ 129	$ 1,279,539	$ 4	$ (450,912)	$ 828,760

	Common Stock		Additional Paid-In Capital	Accumulated Other Comprehensive Loss	Accumulated Deficit	Total
	Shares	Amount				
Balance, December 31, 2024	128,145,333	$ 128	$ 1,228,198	$ (206)	$ (325,781)	$ 902,339
Issuance of common stock for ESPP	132,961	—	1,424	—	—	1,424
Issuance of restricted stock, net of forfeitures	70,829	—	(530)	—	—	(530)
Issuance of common stock for stock options	7,204	—	58	—	—	58
Stock issuance fees and expenses	—	—	(3)	—	—	(3)
Stock-based compensation expense	—	—	10,754	—	—	10,754
Net unrealized gain on marketable securities, net of tax	—	—	—	150	—	150
Net loss	—	—	—	—	(25,923)	(25,923)
Balance, March 31, 2025	128,356,327	$ 128	$ 1,239,901	$ (56)	$ (351,704)	$ 888,269

See the accompanying notes to the unaudited Condensed Consolidated Financial Statements.

NEOGENOMICS, INC.
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(in thousands)
(unaudited)

	Three Months Ended March 31,	
	2026	**2025**
CASH FLOWS FROM OPERATING ACTIVITIES		
Net loss	$ (17,106)	$ (25,923)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation	8,780	9,366
Amortization of intangibles	7,633	8,362
Stock-based compensation	9,636	10,754
Non-cash operating lease expense	1,720	1,584
Other adjustments	402	772
Changes in assets and liabilities, net		
Accounts receivable, net	(8,182)	(668)
Inventories	(1,271)	(3,024)
Prepaid and other assets	(1,395)	(3,105)
Operating lease liabilities	(1,299)	(1,090)
Deferred income tax liabilities, net	(769)	(541)
Accrued compensation	(7,004)	(22,957)
Accounts payable and other liabilities	718	1,143
Net cash used in operating activities	(8,137)	(25,327)
CASH FLOWS FROM INVESTING ACTIVITIES		
Proceeds from maturities of marketable securities	—	8,060
Purchases of property and equipment	(5,000)	(4,500)
Net cash (used in) provided by investing activities	(5,000)	3,560
CASH FLOWS FROM FINANCING ACTIVITIES		
Issuance of common stock, net	(338)	949
Net cash (used in) provided by financing activities	(338)	949
Net change in cash and cash equivalents	(13,475)	(20,818)
Cash and cash equivalents, beginning of period	159,618	367,012
Cash and cash equivalents, end of period	$ 146,143	$ 346,194

Supplemental disclosure of cash flow information:		
Interest paid	$ 431	$ 1
Income taxes paid	$ —	$ —
Supplemental disclosure of non-cash investing and financing information:		
Purchases of property and equipment included in accounts payable	$ 4,321	$ 1,376

See the accompanying notes to the unaudited Condensed Consolidated Financial Statements.

Note 1. Nature of the Business

NeoGenomics, Inc., a Nevada corporation (the "Company" or "NeoGenomics"), and its subsidiaries provide a wide range of oncology diagnostic testing and consultative services, including technical laboratory services and professional interpretation of laboratory test results by licensed physicians or molecular experts who specialize in pathology and oncology. The Company operates a network of cancer-focused testing laboratories in the United States and the United Kingdom.

Note 2. Summary of Significant Accounting Policies

Basis of Presentation

The accompanying interim Condensed Consolidated Financial Statements ("Consolidated Financial Statements") are unaudited and have been prepared in accordance with generally accepted accounting principles in the United States ("GAAP") for interim financial information. All intercompany transactions and balances have been eliminated in the accompanying Consolidated Financial Statements.

The accounting policies of the Company are the same as those set forth in Note 2. Summary of Significant Accounting Policies, to the audited Consolidated Financial Statements contained in the Company's Annual Report on Form 10-K for the year ended December 31, 2025.

Unaudited Interim Financial Information

Certain information and footnote disclosures normally included in the Company's annual audited Consolidated Financial Statements and accompanying notes have been condensed or omitted in the accompanying interim Consolidated Financial Statements and footnotes. Accordingly, the accompanying interim unaudited Consolidated Financial Statements included herein should be read in conjunction with the audited Consolidated Financial Statements and accompanying notes included in the Company's Annual Report on Form 10-K for the year ended December 31, 2025.

The results of operations presented in this Quarterly Report on Form 10-Q are not necessarily indicative of the results of operations that may be expected for any future periods. In the opinion of Management, these unaudited Consolidated Financial Statements include all adjustments and accruals, consisting only of normal, recurring adjustments that are necessary for a fair statement of the results of all interim periods reported herein.

Use of Estimates

The Company prepares its Consolidated Financial Statements in conformity with GAAP. These principles require management to make estimates, judgments and assumptions that affect the reported amounts of assets, liabilities, revenues and expenses, together with amounts disclosed in the related notes to the Consolidated Financial Statements. Actual results and outcomes may differ from management's estimates, judgments and assumptions. Significant estimates, judgments and assumptions used in these Consolidated Financial Statements include, but are not limited, to those related to revenue recognition and the determination of the amount expected to be collected, including estimates of implicit price concessions, accounts receivable and related allowances, contingencies, self-insurance exposures, useful lives and recovery of long-term assets and intangible assets, the fair value of assets and liabilities acquired in business combinations, income taxes and valuation allowances, stock-based compensation, and impairment analysis of goodwill. These estimates, judgments, and assumptions are reviewed periodically and the effects of material revisions in estimates are reflected on the Consolidated Financial Statements prospectively from the date of the change in estimate.

Self-Insurance

The Company is self-insured for its employee health care benefits. Liabilities for self-insured exposures are accrued for the amounts expected to be paid based on historical claims experience and actuarial data for forecasted settlements of claims filed and for incurred but not yet reported claims. As of March 31, 2026, the Company has recorded a self-insurance liability of $1.7 million. The Company's estimate is subject to inherent variability which may lead to ultimate payments being either greater or less than the amounts presented above. Self-insurance liabilities have been classified as a current liability in accrued compensation on the Consolidated Balance Sheets.

Sales and Marketing Expenses

Sales and marketing expenses are primarily attributable to employee-related costs including sales management, sales representatives, sales and marketing consultants, and marketing and customer service personnel. Advertising costs are expensed at the time they are incurred and were immaterial for the three months ended March 31, 2026 and 2025.

Accounting Pronouncements Pending Adoption

In September 2025, the FASB issued ASU No. 2025-06, Intangibles—Goodwill and Other—Internal-Use Software (Subtopic 350-40): Targeted Improvements to the Accounting for Internal-Use Software. This update replaces the existing "development phase" model with a principle based threshold approach, allowing capitalization of software development costs once management has authorized funding and it is probable the project will be completed and used as intended, provided there is no significant development uncertainty. ASU 2025-06 is effective for fiscal years beginning after December 15, 2027, with early adoption permitted. The Company is currently evaluating the impact of this standard on its financial statement presentation and disclosures.

In November 2024, the FASB issued ASU No. 2024-03, Income Statement—Reporting Comprehensive Income (Topic 220): Expense Disaggregation Disclosures. This update requires entities to disaggregate operating expenses into specific categories, such as purchases of inventory, compensation, depreciation, and amortization, to provide enhanced transparency into the nature and function of expenses. ASU 2024-03 is effective for fiscal years beginning after December 15, 2026, with early adoption permitted. ASU 2024-03 may be applied retrospectively or prospectively. The Company is currently evaluating the impact of this standard on its financial statement presentation and disclosures.

Note 3. Acquisitions and Disposals

Acquisition of Pathline, LLC

On April 4, 2025 (the "Pathline Acquisition Date"), the Company completed the acquisition of a 100% ownership interest in Pathline LLC ("Pathline"), a CLIA/CAP/NYS-certified laboratory based in New Jersey. The purchase price consisted of (i) gross initial consideration of $8.0 million, which was reduced by a net adjustment of $0.7 million reflective of cash and other adjustments and (ii) up to $2.0 million of contingent consideration if Pathline completes certain validation milestones within a specific timeline. As of the Pathline Acquisition Date, the Company estimated the contingent consideration liability to be $1.0 million, reflecting its best estimate regarding the achievement of the validation milestone. In September 2025, the Company met the contingent consideration threshold of $1.0 million upon achievement of the validation milestone. The Pathline acquisition aligns with the Company's strategic objective of expanding its presence, capabilities, and offerings in the Northeastern United States.

The acquisition of Pathline was determined to be a business combination and has been accounted for using the acquisition method. The purchase price and purchase price allocation were based upon management's best estimates and assumptions and were considered final as of March 31, 2026. The following table summarizes the purchase consideration recorded for the acquisition of Pathline, the fair value of the net assets acquired and liabilities assumed, and the calculation of goodwill based on the excess of the consideration transferred over the fair value of the net assets acquired and liabilities assumed at the Pathline Acquisition Date (in thousands, except per share data):

	April 4, 2025 (as initially reported)	Measurement Period Adjustments	April 4, 2025 (as adjusted)
Purchase consideration:			
Initial cash consideration, net[1]	$ 7,275	$ 220	$ 7,495
Contingent consideration	1,000	—	1,000
Total purchase consideration	$ 8,275	$ 220	$ 8,495
Allocation of the purchase consideration:			
Cash and cash equivalents	$ 317	$ —	$ 317
Accounts receivable, net	3,324	—	3,324
Inventories	657	—	657
Prepaid and other current assets	443	234	677
Intangible assets	1,200	—	1,200
Property and equipment	1,264	—	1,264
Operating lease right-of-use assets	6,632	(161)	6,471
Other non-current assets	200	—	200
Total identifiable assets acquired	14,037	73	14,110
Total identifiable liabilities assumed	10,602	(258)	10,344
Net identifiable assets acquired	3,435	331	3,766
Goodwill[2]	4,840	(111)	4,729
Total purchase consideration	$ 8,275	$ 220	$ 8,495

[1] Includes net adjustments of $0.7 million reflective of cash and other adjustments as initially reported, and $0.5 million reflective of cash and other adjustments as adjusted.

[2] Includes measurement period adjustments of negative $0.3 million recognized during the three months ended March 31, 2026 and $0.2 million recognized during the year ended December 31, 2025.

The goodwill recognized was primarily attributable to expected synergies of the combined businesses, increased market penetration, and expanded service capabilities in the Northeast resulting from the acquisition. A majority of the goodwill resulting from the acquisition of Pathline is expected to be deductible for income tax purposes.

Acquired intangible assets consist of customer relationships, which were valued using an income-based approach by discounting expected cash flows from existing customer relationships to determine the economic benefit expected to be realized post-acquisition. These assets will be amortized over a weighted average period of seven years.

Sale of Trapelo Health, LLC

On December 31, 2025, the Company completed the sale of substantially all of the operating assets of Trapelo Health, LLC (“Trapelo”), its wholly owned subsidiary, for upfront consideration of $2.5 million and contingent consideration of up to $5.0 million upon achievement of certain revenue milestones within a specified period. During the three months ended March 31, 2026, there were no changes to the Company's estimate of contingent consideration. During 2025, the Company recognized total impairment charges of $15.9 million related to the Trapelo disposal group, consisting of a $3.5 million loss on goodwill and a $12.4 million loss on developed technology, which were included within impairment charges on the Consolidated Statements of Operations. There were no impairment charges related to Trapelo during the three months ended March 31, 2026 and December 31, 2025.

Note 4. Fair Value Measurements

Fair value is defined as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. Valuation techniques used to measure fair value must maximize the use of observable inputs and minimize the use of unobservable inputs. A fair value hierarchy has been established based on three levels of inputs, of which the first two are considered observable and the last unobservable.

Level 1: Quoted prices in active markets for identical assets or liabilities. These are typically obtained from real-time quotes for transactions in active exchange markets involving identical assets.

Level 2: Inputs, other than quoted prices included within Level 1, which are observable for the asset or liability, either directly or indirectly. These are typically obtained from readily available pricing sources for comparable instruments.

Level 3: Unobservable inputs, where there is little or no market activity for the asset or liability. These inputs reflect the reporting entity's own assumptions of the data that market participants would use in pricing the asset or liability, based on the best information available in the circumstances.

Assets and Liabilities that are Measured at Fair Value on a Recurring Basis

The Company measures certain financial assets at fair value on a recurring basis, including marketable securities and certain cash equivalents. The Company considers all securities available-for-sale, including those with maturity dates beyond 12 months, and therefore these securities are classified within current assets on the Consolidated Balance Sheets as they are available to support current operational liquidity needs. The money market accounts are valued based on quoted market prices in active markets and are included in cash and cash equivalents on the Consolidated Balance Sheets.

There were no marketable securities outstanding as of March 31, 2026 or December 31, 2025. The Company had $0.4 million and $0.5 million of accrued interest receivable at March 31, 2026 and December 31, 2025, respectively, included in other current assets on its Consolidated Balance Sheets related to marketable securities. There were no realized gains or losses on marketable securities for the three months ended March 31, 2026 and 2025.

The following tables set forth the Company's cash equivalents that were measured at fair value on a recurring basis based on the fair value hierarchy as of March 31, 2026 and December 31, 2025.

	March 31, 2026			
(in thousands)	Level 1	Level 2	Level 3	Total
Financial Assets:				
Cash equivalents:				
Money market funds	$ 141,985	$ —	$ —	$ 141,985
Total	$ 141,985	$ —	$ —	$ 141,985

	December 31, 2025			
(in thousands)	Level 1	Level 2	Level 3	Total
Financial Assets:				
Cash equivalents:				
Money market funds	$ 157,895	$ —	$ —	$ 157,895
Total	$ 157,895	$ —	$ —	$ 157,895

There were no transfers of financial assets or liabilities into or out of Level 1, Level 2, or Level 3 for the three months ended March 31, 2026 and 2025.

Assets and Liabilities that are Measured at Fair Value on a Nonrecurring Basis

The carrying value of cash, certain cash equivalents, accounts receivable, net, other current assets, accounts payable, accrued expenses and other liabilities, and contract liabilities are considered reasonable estimates of their respective fair values at March 31, 2026 and December 31, 2025 due to their short-term nature.

The Company also measures certain non-financial assets at fair value on a nonrecurring basis, primarily intangible assets, goodwill, and long-lived assets in connection with periodic evaluations for potential impairment. The Company estimates the fair value of these assets using primarily unobservable inputs and as such, these are considered Level 3 fair value measurements.

Note 5. Goodwill and Intangible Assets

The following table summarizes the carrying amounts of goodwill at March 31, 2026 and December 31, 2025 (in thousands):

	Goodwill Carrying Amount
Balance as of December 31, 2024	$ 522,766
Acquired goodwill[1]	5,078
Impairment charges[2]	(3,500)
Balance as of December 31, 2025	$ 524,344
Acquired goodwill adjustment[1]	(349)
Balance as of March 31, 2026	$ 523,995

[1] In connection with the acquisition of Pathline, the Company recognized $5.1 million of goodwill during the year ended December 31, 2025 and an adjustment of $0.3 million during the three months ended March 31, 2026, reflecting the allocation of the purchase price to the identifiable assets acquired and liabilities assumed. Please refer to Note 3. Acquisitions and Disposals for further information about the acquisition of Pathline.

[2] In connection with the classification of the Trapelo assets as held for sale, the Company recognized an impairment charge of $3.5 million to write down the carrying value of the disposal group to its estimated fair value less costs to sell. Please refer to Note 3. Acquisitions and Disposals for further information about the sale of Trapelo.

Intangible assets consisted of the following (in thousands):

		March 31, 2026		
	Amortization Period (years)	Cost	Accumulated Amortization	Net
Customer Relationships	7 - 15	$ 144,301	$ 87,957	$ 56,344
Developed Technology	10 - 15	276,825	88,327	188,498
Trademarks	15	30,261	9,655	20,606
Trademark - Indefinite lived	—	13,447	—	13,447
Total		$ 464,834	$ 185,939	$ 278,895

		December 31, 2025		
	Amortization Period (years)	Cost	Accumulated Amortization	Net
Customer Relationships[1]	7 - 15	$ 144,301	$ 85,441	$ 58,860
Developed Technology[2]	10 - 15	276,825	83,714	193,111
Trademarks[3]	15	30,261	9,151	21,110
Trade Name	2.5	2,584	2,584	—
Trademark - Indefinite lived	—	13,447	—	13,447
Total		$ 467,418	$ 180,890	$ 286,528

[1] Includes $1.2 million of acquired client relationships related to Pathline. Please refer to Note 3. Acquisitions and Disposals for further information about the acquisition of Pathline.

[2] Includes an impairment loss of $10.5 million on InVisionFirst®-Lung developed technology and an adjustment of $12.4 million related to the classification of Trapelo as held for sale. Please refer to Note 3. Acquisitions and Disposals for further information about the disposal of Trapelo assets.

[3] Includes an impairment loss of $0.9 million on InVisionFirst®-Lung trademarks.

The Company records amortization expense within cost of revenue and general and administrative expense on the Consolidated Statement of Operations. The following table summarizes the amortization expense for the three months ended March 31, 2026 and 2025 (in thousands):

	Three Months Ended March 31,	
	2026	2025
Amortization of intangibles included in cost of revenue	$ 4,614	$ 4,910
Amortization of intangibles included in general and administrative expenses	3,019	3,452
Total amortization of intangibles	$ 7,633	$ 8,362

The estimated amortization expense related to amortizable intangible assets for each of the following periods as of March 31, 2026 is as follows (in thousands):

Remainder of 2026	$	22,900
2027		29,983
2028		29,983
2029		29,983
2030		29,530
Thereafter		123,069
Total	$	265,448

InVisionFirst®-Lung Impairment

During the year ended December 31, 2025, the Company recorded impairment charges of $11.4 million and an inventory write-off of $0.4 million associated with InVisionFirst®-Lung, a legacy diagnostic test. Impairment charges consisted of a $10.5 million loss on developed technology and a $0.9 million loss on trademarks. The impairment charge and inventory write-off were included within impairment charges on the Consolidated Statements of Operations. There were no such costs for the three months ended March 31, 2026.

Note 6. Debt

2028 Convertible Senior Notes

On January 11, 2021, the Company completed the sale of $345.0 million of Convertible Senior Notes with a stated interest rate of 0.25% and a maturity date of January 15, 2028 (the "2028 Convertible Notes"), unless earlier converted, redeemed, or repurchased.

The last reported sales price of the Company's common stock was not greater than or equal to 130.0% of the conversion price of the 2028 Convertible Notes on at least 20 of the last 30 consecutive trading days of the quarter ended December 31, 2025. Based on the terms of the 2028 Convertible Notes, the holders could not have converted all or a portion of their 2028 Convertible Notes in the first quarter of 2026. The last reported sales price of the Company's common stock was not greater than or equal to 130.0% of the conversion price of the 2028 Convertible Notes on at least 20 of the last 30 consecutive trading days of the quarter ended March 31, 2026. Based on the terms of the 2028 Convertible Notes, the holders cannot convert all or a portion of their 2028 Convertible Notes in the second quarter of 2026. The value of the 2028 Convertible Notes, if converted, does not exceed the principal amount based on a closing stock price of $7.42 on March 31, 2026.

The interest expense recognized on the 2028 Convertible Notes includes $0.2 million, $0.4 million and $8,600 for the contractual coupon interest, the amortization of the debt discount and the amortization of the debt issuance costs, respectively, for the three months ended March 31, 2026. The interest expense recognized on the 2028 Convertible Notes includes $0.2 million, $0.4 million and $8,600 for the contractual coupon interest, the amortization of the debt discount and the amortization of the debt issuance costs, respectively, for the three months ended March 31, 2025. The effective interest rate on the 2028 Convertible Notes is 0.70%, which includes the interest on the 2028 Convertible Notes and amortization of the debt discount and debt issuance costs. The 2028 Convertible Notes bear interest at a rate of 0.25% per annum, payable semi-annually in arrears on January 15 and July 15 of each year, beginning on July 15, 2021.

At March 31, 2026, the estimated fair value (Level 2) and net carrying amount of the 0.25% Convertible Senior Notes due 2028 was $315.7 million and $342.2 million, respectively. At December 31, 2025, the estimated fair value (Level 2) and net carrying amount of the 0.25% Convertible Senior Notes due 2028 was $307.1 million and $341.9 million, respectively.

2025 Convertible Senior Notes

On May 4, 2020, the Company completed the sale of $201.3 million of Convertible Senior Notes with a stated interest rate of 1.25% and a maturity date of May 1, 2025 (the "2025 Convertible Notes"), unless earlier converted, redeemed, or repurchased. On May 1, 2025, the Company paid the outstanding principal balance on the 2025 Convertible Notes of $201.3 million and outstanding interest of $1.3 million.

The interest expense recognized on the 2025 Convertible Notes includes $0.6 million, $0.3 million and $39,000 for the contractual coupon interest, the amortization of the debt discount and the amortization of the debt issuance costs, respectively, for the three months ended March 31, 2025. There were no such amounts for the three months ended March 31, 2026. The effective interest rate on the 2025 Convertible Notes was 1.96%, which included the interest on the 2025 Convertible Notes and amortization of the debt discount and debt issuance costs. The 2025 Convertible Notes bore interest at a rate of 1.25% per annum, payable semi-annually in arrears on May 1 and November 1 of each year, which began on November 1, 2020.

Note 7. Stock-Based Compensation

The Company recorded stock-based compensation on the Consolidated Statement of Operations for the three months ended March 31, 2026 and 2025 as follows (in thousands):

	Three Months Ended March 31,	
	2026	2025
Cost of revenue	$ 337	$ 416
General and administrative	8,392	8,783
Research and development	577	597
Sales and marketing	330	958
Total stock-based compensation	$ 9,636	$ 10,754

Stock Options

A summary of the stock option activity under the Company's plans for the three months ended March 31, 2026 is as follows:

	Number of Shares	Weighted Average Exercise Price
Outstanding at December 31, 2025	7,162,201	$ 13.58
Granted	2,882,608	$ 10.86
Exercised	(84,122)	$ 9.09
Forfeited	(407,676)	$ 14.38
Outstanding at March 31, 2026	9,553,011	$ 12.76
Vested and expected to vest at March 31, 2026	9,553,011	$ 12.76
Exercisable at March 31, 2026	3,522,795	$ 14.87

The fair value of each stock option award granted during the three months ended March 31, 2026 was estimated as of the grant date using a Black-Scholes model with the following assumptions:

	Three Months Ended March 31, 2026
Expected term (in years)	5.2 - 6.5
Risk-free interest rate (%)	3.5% - 3.9%
Expected volatility (%)	62.4% - 68.2%
Dividend yield (%)	—
Weighted average grant date fair value per share	$6.20

As of March 31, 2026, there was approximately $23.1 million of unrecognized stock-based compensation expense related to stock options that will be recognized over a weighted-average period of approximately 1.7 years.

Restricted Stock

A summary of the restricted stock activity under the Company's plans for the three months ended March 31, 2026 is as follows:

	Number of Restricted Shares	Weighted Average Grant Date Fair Value
Nonvested at December 31, 2025	2,829,597	$ 11.89
Granted	1,773,053	$ 10.20
Vested	(687,259)	$ 12.80
Forfeited	(187,422)	$ 12.57
Nonvested at March 31, 2026	3,727,969	$ 10.88

As of March 31, 2026, there was approximately $23.2 million of unrecognized stock-based compensation expense related to restricted stock that will be recognized over a weighted-average period of approximately 1.7 years.

Performance-Based Restricted Stock Units

For PSUs subject to a performance condition, compensation cost is recognized straight-line over the requisite service period if the achievement of the performance condition is probable. As of March 31, 2026, the Company has determined it is probable that the performance condition will be met. For PSUs subject to a market condition, compensation cost is recognized straight-line over the requisite service period, regardless of when, if ever, the market condition is satisfied.

A summary of the PSU activity under the Company's plans for the three months ended March 31, 2026 is as follows:

	Number of Stock Units	Weighted Average Grant Date Fair Value
Nonvested at December 31, 2025	552,208	$ 19.38
Granted	—	$ —
Vested	—	$ —
Forfeited	—	$ —
Nonvested at March 31, 2026	552,208	$ 19.38

As of March 31, 2026, there was approximately $2.0 million of unrecognized stock-based compensation expense related to nonvested PSUs that will be recognized over a weighted-average period of approximately 0.8 years.

Modification of Stock Option and Restricted Stock

During the three months ended March 31, 2026, upon the departure of a director and with approval from the Culture and Compensation Committee of the Company's Board of Directors, 16,107 shares of previously granted time-based vesting stock options and 23,077 shares of previously granted time-based vesting restricted stock were subject to accelerated vesting. The Company accounted for the effects of the accelerated vesting of these stock awards as modifications and recognized $0.4 million of stock-based compensation which consisted of $0.1 million and $0.3 million for the acceleration of stock options and restricted stock, respectively, within general and administrative expenses on the Consolidated Statements of Operations for the three months ended March 31, 2026. There were no such amounts for the three months ended March 31, 2025.

Note 8. Revenue Recognition

The Company's specialized clinical services are performed based on a written test requisition form or electronic equivalent. The performance obligation is satisfied and revenues are recognized at the point in time the clinical services have been performed and the results have been delivered to the ordering physician. These clinical services are billed to various payers, including client direct billing, commercial insurance, Medicare and other government payers, and patients. Revenue is recorded for all payers based on the amount expected to be collected, which considers implicit price concessions. Implicit price concessions represent differences between amounts billed and the estimated consideration the Company expects to receive based on negotiated discounts, historical collection experience, and other anticipated adjustments, including anticipated payer denials.

For the Company's pharmaceutical development services, the Company generally enters into contracts with pharmaceutical and biotech clients as well as other CROs to provide research and clinical trial services. Such services also include validation studies and assay development. The Company records revenue on a unit-of-service basis based on the number of units completed towards the satisfaction of a performance obligation. In addition, certain contracts include upfront fees and the revenue for those contracts is recognized over time as services are performed.

Additional offerings within the Company's portfolio include oncology data solutions, which involves the licensing of de-identified data to pharmaceutical and biotech clients in the form of either retrospective records or prospective deliveries of data. Revenue is recognized at a point in time upon delivery of retrospective data or over time for prospective data feeds. The Company negotiates billing schedules and payment terms on a contract-by-contract basis. Contract terms generally provide for payments based on a unit-of-service arrangement and are primarily short-term.

Amounts collected in advance of services being provided are deferred as contract liabilities on the Consolidated Balance Sheets. The associated revenue is recognized and the contract liability is reduced as the contracted services are subsequently performed. Contract assets are established for revenue recognized but not yet billed. These contract assets are reduced once the client is invoiced and a corresponding receivable is recorded. Additionally, the Company incurs sales commissions in the process of obtaining contracts with clients. Sales commissions that are payable upon contract award are recognized as assets and amortized over the expected contract term. The amortization of commission expense is based on the weighted average contract duration for all commissionable awards in the respective business in which the commission expense is paid, which approximates the period over which goods and services are transferred to the client. For short-term contracts, the Company applies the practical expedient which allows costs to obtain a contract to be expensed when incurred, if the amortization period of the assets that would otherwise have been recognized is one year or less. Contract assets and capitalized commissions are included in other current assets and other assets on the Consolidated Balance Sheets.

Most contracts are terminable by the clients, either immediately or according to advance notice terms specified within the contracts. All contracts require payment of fees to the Company for services rendered through the date of termination and may require payment for subsequent services necessary to conclude the study or close out the contract.

The following table summarizes the values of contract assets, capitalized commissions and contract liabilities (in thousands):

	March 31, 2026	December 31, 2025
Current capitalized commissions [1]	$ 175	$ 138
Long-term capitalized commissions [2]	157	36
Total capitalized commissions	$ 332	$ 174
Current contract liabilities	$ 561	$ 851
Long-term contract liabilities [3]	338	386
Total contract liabilities	$ 899	$ 1,237

[1] Recorded within other current assets on the Consolidated Balance Sheets.

[2] Recorded within other assets on the Consolidated Balance Sheets.

[3] Recorded within other long-term liabilities on the Consolidated Balance Sheets.

Revenue recognized related to contract liability balances outstanding at the beginning of the period was $0.5 million and $0.1 million for the three months ended March 31, 2026 and 2025, respectively. Amortization of capitalized commissions was $0.1 million and $0.1 million for the three months ended March 31, 2026 and 2025, respectively.

Disaggregation of Revenue

The Company considered various factors in determining appropriate levels of homogeneous data for its disaggregation of revenue, including the nature, amount, timing, and uncertainty of revenue and cash flows. The categories align with the types of clients due to similarities of billing method, level of reimbursement, and timing of cash receipts. Unbilled amounts are accrued and allocated to payer categories based on historical experience. In future periods actual billings by payer category may differ from accrued amounts.

The following table details the disaggregation of net revenue for the three months ended March 31, 2026 (in thousands):

	Three Months Ended March 31,	
	2026	2025
Client direct billing	$ 131,606	$ 122,038
Commercial insurance	30,938	24,857
Medicare and other government	24,145	21,101
Self-pay	(17)	39
Total net revenue	$ 186,672	$ 168,035

Note 9. Income Taxes

At the end of each interim period, Management estimates the annual effective tax rate based on forecasted pre-tax results of the Company's global operations and applies such rate to its ordinary quarterly earnings to calculate income tax expense related to ordinary income. The tax effects of significant, unusual and infrequent in nature items are discretely calculated and recognized in the period during which they occur. These discrete items often relate to changes in tax laws, excess tax benefits/deficiencies related to share-based compensation or adjustments to previously reported tax expense/benefits.

Management assesses the recoverability of its deferred tax assets as of the end of each quarter, weighing available positive and negative evidence, and is required to establish and maintain a valuation allowance for these assets if it is more likely than not that some or all of the deferred income tax assets will not be realized. The weight given to the evidence is commensurate with the extent to which the evidence can be objectively verified. If negative evidence exists, positive evidence is necessary to support the conclusion that a valuation allowance is not needed. A cumulative loss in recent years, commonly defined as a three-year cumulative loss position, is a significant piece of negative evidence that is difficult to overcome.

As of March 31, 2026, Management determined that a valuation allowance for the Company's U.S. operations is necessary because sufficient objectively verifiable positive evidence does not exist to overcome existing negative evidence. Accordingly, the Company's estimated annual effective tax rate applied to the Company's pre-tax loss for the three months ended March 31,

2026, includes an unfavorable impact of a partial valuation allowance against the majority of the Company's forecasted U.S. net operating loss and tax credit carryforwards.

As of March 31, 2026, the Company's U.K. operations are in a three-year cumulative loss position. However, the reversal of U.K. deferred tax liabilities will provide a source of realization to support a portion of the U.K. deferred tax assets, and therefore a valuation allowance has not been established for those deferred tax assets. Accordingly, the Company's estimated annual effective tax rate applied to the Company's pre-tax loss for the three months ended March 31, 2026, includes the favorable impact of recognizing a component of the U.K. benefit.

For the three month period ended March 31, 2026, the Company has recorded tax benefit primarily related to reversal of U.K. deferred tax liabilities attributable to intangible assets, partially offset with current state tax provision.

Note 10. Net Loss Per Share

The Company presents both basic earnings per share ("EPS") and diluted EPS. Basic EPS excludes potential dilution and is computed by dividing net loss by the weighted-average number of shares of common stock outstanding for the period. Diluted EPS reflects the potential dilution that could occur if stock options were exercised, stock awards vested and if the 2028 Convertible Notes and 2025 Convertible Notes were converted. The potential dilution from stock awards is accounted for using the treasury stock method based on the average market value of the Company's common stock. The potential dilution from conversion of the 2028 Convertible Notes and 2025 Convertible Notes is accounted for using the if-converted method, which requires that all of the shares of the Company's common stock issuable upon conversion of the 2028 Convertible Notes and the 2025 Convertible Notes will be included in the calculation of diluted EPS assuming conversion of the 2028 Convertible Notes and the 2025 Convertible Notes at the beginning of the reporting period (or at time of issuance, if later).

The following table shows the calculations (in thousands, except net loss per share amounts):

	Three Months Ended March 31,	
	2026	2025
NET LOSS	$ (17,106)	$ (25,923)
Basic weighted average shares outstanding	129,166	127,376
Diluted weighted average shares outstanding	129,166	127,376
Basic net loss per share	$ (0.13)	$ (0.20)
Diluted net loss per share	$ (0.13)	$ (0.20)

The following potential dilutive shares were excluded from the calculation of diluted net loss per share because their effect would be anti-dilutive (in thousands):

	Three Months Ended March 31,	
	2026	2025
Stock options	143	223
Restricted stock awards	1,510	1,209
2025 Convertible Notes	—	5,538
2028 Convertible Notes	5,215	5,215

In addition, 552,208 shares of PSU awards are excluded from the computation of diluted EPS for the three months ended March 31, 2026 as the contingency had not been satisfied.

In connection with the 2028 Convertible Notes offering, on January 11, 2021, the Company entered into separate, privately negotiated convertible note hedge transactions (collectively, the "Capped Call Transactions") with option counterparties pursuant to capped call confirmations at a cost of approximately $29.3 million. The potential effect of the Capped Call Transactions was excluded from the calculation of diluted net loss per share in the three months ended March 31, 2026 as the Company's common stock closing price of $7.42 on March 31, 2026 did not exceed the conversion price of $85.75 per share. The Capped Call Transactions are not reflected in diluted net loss per share as they are anti-dilutive.

Note 11. Commitments and Contingencies

Regulatory Matter

With the assistance of outside counsel, the Company voluntarily conducted an internal investigation that focused on the compliance of certain consulting and service agreements with federal healthcare laws and regulations, including those relating to fraud, waste and abuse. Based on this internal investigation, the Company voluntarily notified the Office of Inspector General of the U.S. Department of Health and Human Services ("OIG") of the Company's internal investigation in November 2021. The Company's interactions with regulatory authorities and the Company's related review of this matter are ongoing. As of March 31, 2026 and December 31, 2025, the Company has accrued a reserve of $11.2 million in other long-term liabilities on the Consolidated Balance Sheets for potential damages and liabilities associated with the federal healthcare program revenue received by the Company in connection with the agreements at issue that were identified during the course of this internal investigation. This reserve reflects management's best estimate of the minimum probable loss associated with this matter. As a result of the internal investigation and ongoing interactions with regulatory authorities, the Company may accrue additional reserves for any related potential damages and liabilities arising out of this matter. At this time, the Company is unable to predict the duration, scope, result, or related costs associated with any further investigation, including by the OIG, or any other governmental authority, or what penalties or remedial actions they may seek. Accordingly, at this time, the Company is unable to estimate a range of possible loss in excess of the amount reserved. Any determination that the Company's operations or activities are not in compliance with existing laws or regulations, however, could result in the imposition of civil or criminal fines, penalties, disgorgement, restitution, equitable relief, exclusion from participation in federal healthcare programs or other losses or conduct restrictions, which could be material to the Company's financial results or business operations.

Legal Proceedings

On December 16, 2022, a purported shareholder class action captioned Daniel Goldenberg v. NeoGenomics, Inc., Douglas VanOort, Mark Mallon, Kathryn McKenzie, and William Bonello was filed in the United States District Court for the Southern District of New York, naming the Company and certain of the Company's current and former officers as defendants ("the Goldenberg Matter"). This lawsuit was filed by a stockholder who claims to be suing on behalf of anyone who purchased or otherwise acquired the Company's securities between February 27, 2020 and April 26, 2022. The lawsuit alleges that material misrepresentations and/or omissions of material fact were made in the Company's public disclosures in violation of Sections 10(b) and 20(a) of the Exchange Act and Rule 10b-5 promulgated thereunder. The alleged improper disclosures relate to statements regarding the Company's menu of tests, business operations and compliance with health care laws and regulations. The Company filed a motion to dismiss the Goldenberg Matter on February 5, 2024 and the plaintiff filed its opposition to the motion on March 21, 2024. On March 13, 2026, the Court entered a Memorandum and Order dismissing the Goldenberg Matter with prejudice. On April 10, 2026, the plaintiff appealed the judgment and order to the United States Court of Appeals for the Second Circuit. The plaintiff seeks unspecified monetary damages on behalf of the putative class and an award of costs and expenses, including attorney's fees and expert fees. On April 27, 2023, a shareholder of the Company filed a shareholder derivative action on behalf of the Company captioned Puskarich v. VanOort, et al. in Clark County Nevada, naming certain of the Company's current and former officers and directors as defendants. The allegations are substantially similar to the allegations asserted in the Goldenberg Matter. Substantially similar shareholder derivative actions were subsequently filed in Lee County, Florida and in the United States District Court for the Southern District of New York, captioned Wong v. VanOort, et al. and Mellema v. VanOort, et al., respectively. The Company believes that it has valid defenses to the claims alleged in the lawsuits, but there is no guarantee that the Company will prevail. As of the filing of this report with the SEC, the outcome of these matters is not estimable or probable.

Note 12. Segment Information

The Company operates under a single segment based on an analysis of the Company's reporting structure, the information available to the Chief Operating Decision Maker ("CODM"), and the strategic decisions being made by management. The Company provides services to a diverse client base, which includes community-based pathology and oncology practices, hospital pathology labs, reference labs, academic centers, and pharmaceutical companies. Revenue is derived from clients by providing clinical cancer testing, interpretation and consultative services, molecular and NGS testing, comprehensive technical and professional services offering, clinical trials and research, validation laboratory services, and oncology data solutions.

The Company's Chief Executive Officer serves as the CODM. The CODM uses net loss, as reported on the Consolidated Statements of Operations, to monitor budget versus actual results to evaluate profitability and allocate resources. The CODM is regularly provided with financial information, including revenue and expenses, in a format consistent with the Consolidated Statements of Operations. The CODM does not review assets at a different level or category than those disclosed in the Consolidated Balance Sheets. Substantially all of the Company's revenue and tangible long-lived assets are attributable to the U.S.

The following table summarizes segment information for the three months ended March 31, 2026, and 2025 (in thousands):

	Three Months Ended March 31,	
	2026	2025
Net revenue	$ 186,672	$ 168,035
Less:		
Amortization	7,633	8,362
Depreciation	8,780	9,366
Stock-based compensation	9,636	10,754
Other cost of revenue[(1)]	97,884	85,817
Other general and administrative[(1)]	49,045	50,749
Other research and development[(1)]	8,459	9,102
Other sales and marketing[(1)]	23,476	21,710
Loss from operations	(18,241)	(27,825)
Interest income	(1,273)	(3,721)
Interest expense	598	1,618
Other expense (income)	12	(65)
Loss before taxes	(17,578)	(25,657)
Income tax expense (benefit)	(472)	266
Net loss	$ (17,106)	$ (25,923)

[(1)] Excludes amounts related to amortization, depreciation, and stock-based compensation, as applicable.

NeoGenomics, Inc., a Nevada corporation (referred to individually as the "Company" or collectively with its subsidiaries as "NeoGenomics," "we," "us," or "our," in this Quarterly Report) is the registrant for SEC reporting purposes. Our common stock is listed on The Nasdaq Stock Market LLC ("Nasdaq") under the symbol "NEO".

Introduction

The following discussion and analysis should be read in conjunction with the unaudited Consolidated Financial Statements and the notes thereto included herein. The information contained below includes statements of the Company's or Management's beliefs, expectations, goals and plans that, if not historical, are forward-looking statements subject to certain risks and uncertainties that could cause actual results to differ materially from those anticipated in the forward-looking statements. For a discussion on forward-looking statements, see the information set forth in the introductory note to this Quarterly Report on Form 10-Q under the caption "Forward-Looking Statements," which information is incorporated herein by reference.

Overview

NeoGenomics provides a wide range of oncology diagnostic testing and consultative services including technical laboratory services and professional interpretation of laboratory test results by licensed physicians or molecular experts who specialize in pathology and oncology. We operate a network of cancer-focused testing laboratories in the United States and the United Kingdom. Our mission is to save lives by improving patient care. Our vision is to become the world's leader in cancer testing, information, and decision support by providing uncompromising quality, exceptional service, and innovative solutions.

As of March 31, 2026, the Company operated College of American Pathologists ("CAP") accredited and Clinical Laboratory Improvement Amendments of 1988 ("CLIA") certified laboratories in Fort Myers, Florida; Aliso Viejo and Carlsbad, California; Durham, North Carolina; Ramsey, New Jersey; and Houston, Texas; and an International Organization for Standardization ("ISO") certified, CAP accredited full-service, sample-processing laboratory in Cambridge, United Kingdom. We also have several, small, non-processing laboratory locations across the United States for providing analysis services. We currently offer the following types of testing services:

- Cytogenetics ("karyotype analysis") – the study of normal and abnormal chromosomes and their relationship to disease. Cytogenetics involves analyzing the chromosome structure to identify changes from patterns seen in normal chromosomes. Cytogenetic studies are often performed to provide diagnostic, prognostic and occasionally predictive information for patients with hematological malignancies.
- Fluorescence In-Situ Hybridization ("FISH") – a molecular cytogenetic technique that focuses on detecting and localizing the presence or absence of specific DNA sequences and genes on chromosomes. The technique uses fluorescent probes that bind to only those parts of the chromosome with which they show a high degree of sequence similarity. Fluorescence microscopy is used to visualize the fluorescent probes bound to the chromosomes. FISH can be used to help identify numerous types of gene alterations, including amplifications, deletions, and translocations.
- Flow cytometry – a technique utilized to measure the characteristics of cell populations. Typically performed on liquid samples such as peripheral blood and bone marrow aspirate, it may also be performed on solid tissue samples such as lymph nodes after additional processing steps. Cells are labeled with selective fluorescent antibodies and analyzed as they flow in a fluid stream through a beam of light. The properties measured include the relative size, relative granularity or internal complexity, and relative fluorescence intensity. These fluorescent antibodies bind to specific cellular antigens and are used to identify abnormal and/or malignant cell populations. Flow cytometry is typically utilized in diagnosing a wide variety of hematopoietic and lymphoid neoplasms.
- Immunohistochemistry ("IHC") and Digital Imaging – the process of localizing cellular proteins in tissue sections and relies on the principle of antigen-antibody binding. IHC is widely used in the characterization of abnormal cells such as those found in cancer. Specific surface membrane, cytoplasmic, or nuclear markers may be identified. IHC is also widely used to understand the distribution and localization of differentially expressed proteins. Digital imaging allows clients to visualize scanned slides and also facilitates quantitative analysis for certain stains. Scanned slides are received online in real time and can be previewed often a full day before the glass slides can be shipped back to clients.
- Molecular Residual Disease ("MRD") testing – advanced molecular and flow-based testing designed to detect very low levels of residual malignant cells that remain after treatment and are below the threshold of conventional diagnostic methods. MRD testing is used to assess treatment response, evaluate disease recurrence risk, and support clinical decision-making insolid tumors and hematologic malignancies. NeoGenomics' MRD capabilities include highly sensitive assays leveraging next-generation sequencing ("NGS") and flow cytometry technologies.
- Molecular testing – a rapidly growing field that includes a broad range of laboratory techniques utilized in cancer testing. Most molecular techniques rely on the analysis of DNA and/or RNA, in order to identify genetic alterations

associated with disease. Common molecular testing technologies include DNA fragment length analysis; polymerase chain reaction ("PCR") analysis; reverse transcriptase polymerase chain reaction ("RT-PCR") analysis; real-time (or quantitative) polymerase chain reaction ("qPCR") analysis; Sanger sequencing analysis; and NGS analysis.

- Morphologic analysis – the process of analyzing cells under the microscope by a pathologist, usually for the purpose of diagnosis. Morphologic analysis may be performed on a wide variety of samples, such as peripheral blood, bone marrow, lymph nodes, and other organs such as lung, breast, etc. The services provided at NeoGenomics may include primary diagnosis, in which a sample is received for processing and our pathologists provide the initial diagnosis; or may include secondary consultations, in which slides and/or tissue blocks are received from an outside institution for second opinion. In the latter setting, the expert pathologists at NeoGenomics assist our client pathologists on their most difficult and complex cases.

Reportable Segment

We operate under a single segment that encompasses a comprehensive range of services. This approach aims to streamline our operations and enhance our service offerings to our diverse client base, which includes community-based pathology and oncology practices, hospital pathology labs, reference labs, academic centers, and pharmaceutical companies.

Revenue Streams

Our revenue streams include:

- Clinical cancer testing;
- Interpretation and consultative services;
- Molecular and NGS testing;
- MRD testing;
- Comprehensive technical and professional services offering;
- Third-party clinical trials and research support services;
- Validation laboratory services; and
- Oncology data solutions.

Service Offerings

Our clinical cancer testing services are designed to complement the work of community-based pathologists and oncologists, allowing them to expand their testing capabilities without significant investment in new technology or personnel. We offer both technical component ("TC" or "tech-only") and professional component ("PC") services, enabling our clients to participate in the diagnostic process. These services are designed to be a natural extension of, and complementary to, the services that clients perform within their own practices.

We believe our relationship as a non-competitive partner to community-based pathology practices, hospital pathology labs, reference labs, and academic centers empowers them to expand their breadth of testing. We believe this enables them to provide a menu of services that could match or exceed the level of service found in any center of excellence around the world. Community-based pathology practices and hospital pathology labs may order certain testing services on a TC basis, allowing them to participate in the diagnostic process by performing the PC interpretation services without having to hire laboratory technologists or purchase sophisticated equipment needed for the TC testing.

We also support our pathology clients with interpretation and consultative services using our own specialized team of pathologists for difficult or complex cases, as well as provide overflow interpretation services when requested. For oncology and other clinician practices that prefer a direct relationship with a laboratory for cancer-related genetic testing services, we typically offer a comprehensive service where we perform both the TC and PC components of tests. Larger clinician practices internalizing pathology interpretation services can benefit from our tech-only service offering, allowing them to participate in this diagnostic process while we handle the more complex molecular testing services.

We are a leading provider of Heme oncology diagnostic testing, which includes molecular and NGS testing, and one of the key providers of solid tumor NGS testing solutions in the United States. These tests are interpreted by our team of molecular experts and are often ordered in conjunction with other testing modalities. NGS panels, one of our fastest-growing testing areas, enable clients to receive significant biomarker information from limited samples. These comprehensive panels can allow for faster treatment decisions for patients as compared to a series of single-gene molecular tests being ordered sequentially. Our broad molecular testing menu includes our PanTracer portfolio (PanTracer Tissue, PanTracer Tissue + HRD, PanTracer LBx) and

Neo Comprehensive panels (Neo Comprehensive Heme Cancers and Neo Comprehensive Myeloid Disorders), which are applied across a broad range of cancer types, and NeoTYPE panels which target select genes relevant to a particular cancer type. Additionally, we have molecular-only and comprehensive NGS-targeted panels, which combine DNA and RNA into a single workflow. This approach captures a full spectrum of genomic alterations, including mutations, fusions, copy number variations, and splicing mutations, as well as tumor mutation burden ("TMB") and microsatellite instability ("MSI") for solid tumors. These tests are complemented by IHC and FISH tests when necessary.

This comprehensive molecular test menu allows our clients to obtain most of their molecular oncology testing needs satisfied from our laboratory. This is attractive to our clients as patient samples do not need to be split and then managed across several laboratories. The acquisition of Inivata in June 2021 enhanced our capabilities with oncology liquid biopsy technology including RaDaR®, which is designed to detect MRD and recurrence in plasma samples from patients with solid tumor malignancies. These molecular laboratory and NGS capabilities are expected to drive growth in the coming years.

Our specialized pharmaceutical development services support pharmaceutical firms ("sponsors") through the provision of laboratory testing, biomarker analysis, data generation, and related scientific support services in connection with sponsor-led research studies and clinical trials. These services may include assay development, analytical testing, sample analysis, and data reporting performed in accordance with applicable regulatory and quality standards. NeoGenomics does not sponsor, conduct, or control clinical trials, and sponsors retain responsibility for study design, regulatory submissions, trial conduct, and clinical decision-making.

These services provide comprehensive support in oncology programs, including biomarker discovery, study design, and clinical trial testing. We aim to help clients discover the right content, refine biomarker strategies, and develop effective pathways for clinical trial testing. Our oncology data solutions, which involve the licensing of de-identified data to pharmaceutical and biotech customers in the form of either retrospective records or prospective deliveries of data, are designed to leverage our unique market position to solve real-world problems, such as identifying patients for clinical trials or providing clinical decision support tools for physicians and providers. This integration aligns with our broader service offerings to provide seamless, comprehensive support for both clinical and pharmaceutical clients.

Strategic Focus

We aim to provide a seamless and integrated service offering to our clients. Our operating approach allows us to leverage our expertise in oncology and molecular diagnostics to support both clinical and pharmaceutical clients more effectively. Our commitment to connecting patients with life-altering therapies and trials remains a core focus. We have invested in leading technologies to secure data and maintain transparency and choice for patients through our Notice of Privacy Practices.

2026 Focus Areas:

We are committed to sustainable growth while transforming cancer care for patients and providers and enabling the delivery of precision oncology into the community care setting. Our focus for 2026 is to sustain a purpose driven culture that maintains excellence in service and performance while growing through targeted innovation and to further extend our market relevance in the areas of therapy selection and MRD. We expect the following initiatives to allow the Company to continue on its path to becoming one of the world's leading comprehensive cancer testing companies, catering primarily to patients receiving their care in the community setting:

Next Generation Precision Diagnostic Testing Solutions

- Drive targeted product launches in therapy selection and MRD through our launch excellence program; and
- Execute on focused investment programs in solid tumor Next Generation MRD assay targeting ultra-sensitive testing.

Our Community Channel Strength

- Continue purposeful expansion into the community oncology market, leveraging the strategic position that we've established with community hospitals; and
- Deliberately leverage partnerships to expand our market presence and accelerate our topline growth.

Optimize and Win the Customer Experience

- Maintain our focus on driving operational efficiency through automation, process improvement and platform upgrades; and
- Continually improve the customer experience as a key competitive differentiator.

Enhance Our People and Culture

- Enhance our Neo Culture through increased accountability and improved cross-functional collaboration.

Competitive Strengths

In addition to the competitive strengths discussed below, we believe that our superior testing technologies and instrumentation, laboratory information systems, client education programs and domestic and international operations also differentiate NeoGenomics from its competitors.

Turnaround Times

We consistently focus on improving turnaround times for test results to our clients nationwide. By providing information to our clients in a timely manner, physicians can begin treating their patients as soon as possible. Timeliness of results from our clinical services is a driver of additional testing requests by referring physicians. Turnaround times allow for the performance of other adjunctive tests within an acceptable diagnosis window in order to augment or confirm results and more fully inform treatment options. Additionally, we believe that our rapid turnaround time on testing and our project milestones are key factors in our pharmaceutical development services.

Comprehensive Oncology-Focused Test Menu

We offer a comprehensive suite of technical and professional interpretation services to meet the needs of clients who are not credentialed and/or trained in interpreting various testing modalities and who require NeoGenomics' pathology specialists to interpret their testing results. In our global service offerings, our lab performs the technical component of testing and our MDs and PhDs provide the professional component of testing by interpreting the results of those tests. Our professional staff is also available for post-test consultative services. Clients using our global service offering rely on the expertise of our medical team to give them the answers they need in a timely manner to help inform their diagnoses and treatment decisions.

Our Molecular and NGS test menus provide clients with the ability to order single gene molecular tests, targeted NeoTYPE panels that include the relevant and actionable genes for a particular cancer type, and the PanTracer portfolio and Neo Comprehensive panels, which include a broader range of genes and may be utilized in many different cancer types. Additionally, we offer a full range of sequencing testing, including whole exome sequencing as part of our pharmaceutical development services.

National Direct Sales Force

Our direct sales force has been trained extensively in cancer genetic testing and consultative selling skills to service the needs of clients. Our clinical services sales team is organized into ten regions in the United States – Northeast, Pacific North, South Central, South East, West, Mid-Atlantic, Mountain, Central, Great Lakes and Florida. Our sales team is focused on value-based care solutions and end-to-end client experience as a growth driver. For our pharmaceutical development services, we have a dedicated team of business development specialists who are experienced in working with sponsors and helping them with the testing needs of their pre-clinical development projects as well as Phase I, II and III studies. Our Oncology Data Solutions sales team is account focused and partners with sponsors in the Pharmaceutical and Biotech setting by providing data assets which support pre-clinical and commercial targeting and decision making. All sales representatives utilize our custom Customer Relationship Management System ("CRM") to manage their territories, and we have integrated the key customer care functionality within our Laboratory Information Management System ("LIMS") into the CRM so that our sales representatives can stay informed of emerging issues and opportunities within their areas of business. Our in-house customer care team is aligned with our field sales team to serve the needs of our clients by utilizing the same LIMS and CRM. Our field teams have transparency to see when a client calls the laboratory, the reason for the call and the resolution, and determine if face-to-face interaction is needed for follow-up. Our sales force educates clients on new test offerings and their proper utilization, and our representatives are often seen as trusted advisors by our clients.

Seasonality and Other Factors Affecting the Business

The majority of our clinical testing volume is dependent on patients being treated by hematology/oncology professionals and other healthcare providers. The volume of our testing services generally declines modestly during the summer vacation season, year-end holiday periods and other major holidays, particularly when those holidays fall during the middle of the week. In addition, the volume of our testing tends to decline due to extreme adverse weather conditions, such as excessively hot or cold spells, heavy snow, and hurricanes or tornadoes in certain regions, consequently reducing revenues and cash flows in any affected period.

For our pharmaceutical development services, we enter into both short-term and long-term contracts, ranging from one month to several years. While the volume of this testing is not as directly affected by seasonality as described above, the testing volume does vary based on the terms of the contract. Our volumes are often based on how quickly sponsors can get patient enrollees for their trials and seasonality can impact how quickly patients are enrolled. Many of our long-term contracts contain specific performance obligations where the testing is performed on a specific schedule. In addition, this results in backlog that can be significant and highly dependent on pharmaceutical clinical trial enrollment.

Due to multiple factors, including the timing of product launches and investments we make in our business, and the annual reset of patient deductibles, our revenue often increases over the course of the year, such that a modestly greater portion of our revenue is generated in the third and fourth quarters.

In addition, we are monitoring the effects of recently implemented tariffs and the potential imposition of modified or additional tariffs. We may experience increased supply chain challenges and customer demand uncertainty due to rapid changes in global trade policies, which may impact our net sales and profitability.

Laboratory Developed Tests

The FDA has regulatory responsibility over instruments, test kits, reagents, and other medical devices used by clinical laboratories to perform diagnostic testing. High complexity and CLIA-certified laboratories such as ours frequently develop testing procedures intended exclusively for use by the developing laboratory to provide diagnostic results to customers. These tests are referred to as LDTs. The regulatory framework governing LDTs is evolving, complex, and has been the subject of ongoing debate. LDTs are subject to CMS oversight through its enforcement of CLIA. The FDA has also claimed regulatory authority over LDTs but has historically exercised enforcement discretion with regard to most LDTs offered by CLIA-certified laboratories performing high complexity tests, and has not subjected these tests to FDA rules and regulations governing medical devices, including premarket review requirements.

On May 6, 2024, the FDA published a final rule on the regulation of Laboratory Developed Tests ("LDTs") which amended the FDA's regulations to make explicit that LDT's are devices under the Federal Food, Drug, and Cosmetic Act ("FD&C Act"). As part of that final rule, the FDA issued a policy to phase out, over the course of four years, its general enforcement discretion approach to LDTs and also issued targeted enforcement discretion policies for certain categories of LDTs.

On May 29, 2024, the American Clinical Laboratory Association ("ACLA") filed a lawsuit against the FDA in the United States District Court for the Eastern District of Texas, challenging the FDA's final rule. A similar lawsuit was also filed by the Association for Molecular Pathology and that case has been consolidated with the ACLA action. On March 31, 2025, the U.S. District Court for the Eastern District of Texas vacated the FDA's final rule in its entirety, ruling that the FDA exceeded its statutory authority under the FD&C Act. As a result of this decision, the final rule will not take effect, and LDTs will continue to be regulated under the existing regulatory frameworks. Notwithstanding the court's decision, future legislative, regulatory, or administrative actions could reintroduce FDA oversight of certain LDTs, which could increase compliance obligations and costs.

It is possible that changes to FDA's regulatory approach, whether triggered by legislation, the current presidential administration, or otherwise, may result in increased regulatory burdens and costs for us, including requiring us to seek marketing authorization for and maintain ongoing compliance for our existing tests, any modifications thereto, or any future tests we may develop. If the government begins to regulate our tests, it could require a significant volume of applications, which would be burdensome and potentially costly. Furthermore, governmental bodies could take a long time to review such applications and/or document responses if other laboratories were also required to file applications and/or document responses for each of their LDTs. In addition, we could be required to conduct clinical trials in order to support required applications, which could add cost, delay and uncertainty to the process of bringing our tests to market and maintaining compliance of our marketed tests.

Our laboratory in Cambridge, United Kingdom does not conduct studies regulated by Good Laboratory Practice or Good Clinical Practice. To hold human tissues for research and development purposes, the laboratory is registered with the UK Human Tissue Authority. Research studies conducted at the Cambridge laboratory have involved the use of in vitro diagnostic medical devices that may bear a European Conformity mark; however, these studies are not intended to provide clinical diagnoses or guide treatment for individual patients within the National Health Service or other healthcare settings. Instead, such studies are conducted solely for research purposes.

Results of Operations for the Three Months Ended March 31, 2026 as Compared to the Three Months Ended March 31, 2025

Revenue

The consolidated revenue for the three months ended March 31, 2026 and 2025, are as follows:

	Three Months Ended March 31,			
($ in thousands)	**2026**	**2025**	**$ Change**	**% Change**
Revenue	$ 186,672	$ 168,035	$ 18,637	11.1 %

Revenue for the three months ended March 31, 2026 increased $18.6 million or 11.1%, as compared to 2025. Increases in revenue primarily reflect an increase in test volumes, a shift to higher value tests, and the positive impact of strategic

reimbursement initiatives. Revenues from the Pathline acquisition also contributed to revenue growth, which was partially offset by lower non-clinical revenue due to macro clinical trial trends in the pharmaceutical industry.

Cost of Revenue and Gross Profit

Cost of revenue includes compensation and benefit costs for performing tests, maintenance and/or depreciation of laboratory equipment, rent for laboratory facilities, laboratory reagents, probes and supplies, delivery and courier costs relating to the transportation of specimens to be tested, amortization for acquired intangible assets, and stock-based compensation.

The consolidated cost of revenue and gross profit metrics for the three months ended March 31, 2026 and 2025 are as follows:

	Three Months Ended March 31,			
($ in thousands)	**2026**	**2025**	**$ Change**	**% Change**
Cost of revenue[(1)]:				
Cost of revenue	$ 105,808	$ 94,789	$ 11,019	11.6 %
Cost of revenue as a % of revenue	56.7%	56.4%		
Gross profit:				
Total gross profit	$ 80,864	$ 73,246	$ 7,618	10.4 %
Gross profit margin	43.3%	43.6%		

(1) Cost of revenue for the three months ended March 31, 2026 includes $4.6 million of amortization of acquired intangible assets and $0.3 million of stock-based compensation. Cost of revenue for the three months ended March 31, 2025 includes $4.9 million of amortization of acquired intangible assets and $0.4 million of stock-based compensation.

Consolidated cost of revenue increased 11.6% for the three months ended March 31, 2026 as compared to 2025. This increase was primarily due to a $5.3 million increase in supplies expense, $5.0 million in higher compensation and benefit costs, and a $0.6 million increase in postage and shipping costs partially offset by $0.7 million decrease in depreciation expense.

Gross profit margin for the three months ended March 31, 2026 was 43.3%, compared to 43.6% in the same period of 2025. For the three months ended March 31, 2026, the decrease of 0.3% was primarily related to an increase in supplies expense and higher compensation and benefit costs partially offset by the increase in revenue.

General and Administrative Expenses

General and administrative expenses consist of compensation and benefit costs for our executive, billing, finance, human resources, information technology, and other administrative personnel, as well as stock-based compensation. We also allocate professional services, facilities expense, IT infrastructure costs, depreciation, amortization, and other administrative-related costs to general and administrative expenses.

Consolidated general and administrative expenses for the periods presented are as follows:

	Three Months Ended March 31,			
($ in thousands)	**2026**	**2025**	**$ Change**	**% Change**
General and administrative	$ 65,741	$ 68,207	$ (2,466)	(3.6)%
As a % of revenue	35.2 %	40.6 %		

General and administrative expenses decreased $2.5 million for the three months ended March 31, 2026, when compared to the same period in 2025. This decrease was primarily due to a $4.3 million decrease in non-recurring legal and transaction costs, and a $0.8 million decrease in compensation and benefit costs. These decreases were partially offset by an increase of $1.5 million in technology and equipment costs, an increase of $0.6 million in facilities costs, and an increase of $0.3 million in recruiting costs.

Research and Development Expenses

Research and development expenses relate to costs of developing new proprietary and non-proprietary genetic tests, including compensation and benefit costs, maintenance of laboratory equipment, laboratory supplies (reagents), and outside consultants and experts assisting our research and development team, as well as stock-based compensation. Research and development expenses are presented net of research and development tax and expenditure credits from the U.K. government, which are recognized over the period necessary to match the reimbursement with the related costs when it is probable that the Company has complied with any conditions attached and will receive the reimbursement.

Consolidated research and development expenses for the periods presented are as follows:

	Three Months Ended March 31,			
($ in thousands)	**2026**	**2025**	**$ Change**	**% Change**
Research and development	$ 9,534	$ 10,181	$ (647)	(6.4)%
As a % of revenue	5.1 %	6.1 %		

Research and development expenses decreased $0.6 million for the three months ended March 31, 2026 when compared to the same period in 2025. This decrease was primarily due to a $0.3 million decrease in supplies expense, a $0.2 million decrease in study fees, a $0.2 million decrease in professional fees, and a $0.1 million decrease in equipment maintenance fees. These decreases were partially offset by an increase of $0.2 million in compensation and benefit costs.

We anticipate research and development expenditures will increase in the future as we continue to invest in development activities for innovation projects and bringing new tests to market.

Sales and Marketing Expenses

Sales and marketing expenses are primarily attributable to employee-related costs including sales management, sales representatives, sales and marketing consultants, marketing and client service personnel, and stock-based compensation.

Consolidated sales and marketing expenses for the periods presented are as follows:

	Three Months Ended March 31,			
($ in thousands)	**2026**	**2025**	**$ Change**	**% Change**
Sales and marketing	$ 23,830	$ 22,683	$ 1,147	5.1 %
As a % of revenue	12.8 %	13.5 %		

Sales and marketing expenses increased $1.1 million for the three months ended March 31, 2026 when compared to the same period in 2025. This increase was primarily due to a $0.6 million increase in compensation and benefit costs due to the expansion of our sales force, an increase in subscription fees of $0.3 million, and an increase in professional fees of $0.2 million.

We expect higher commissions expense in the coming quarters as we expand our sales representative force and our sales representatives generate new business. We expect our sales and marketing expenses over the long term to align with changes in revenue and we continue to evaluate the effectiveness of our incentive compensation plans.

Interest Income

Interest income for the three months ended March 31, 2026 and 2025 is as follows:

	Three Months Ended March 31,			
($ in thousands)	**2026**	**2025**	**$ Change**	**% Change**
Interest income	$ 1,273	$ 3,721	$ (2,448)	(65.8)%

Interest income was $1.3 million for the three months ended March 31, 2026, compared to income of $3.7 million for the same period in 2025. Interest income includes interest earned on funds held in our cash equivalent and marketable securities accounts. The decrease in interest income for the three months ended March 31, 2026 was primarily due to a reduction in the average balance of invested cash and a lower interest rate environment when compared to the same periods in 2025.

For further details regarding our investments in marketable securities, please refer to Note 4. Fair Value Measurements in the accompanying notes to the unaudited Consolidated Financial Statements.

Interest Expense

Interest expense for the three months ended March 31, 2026 and 2025 is as follows:

	Three Months Ended March 31,			
($ in thousands)	**2026**	**2025**	**$ Change**	**% Change**
Interest expense	$ 598	$ 1,618	$ (1,020)	(63.0)%

Interest expense was $0.6 million for the three months ended March 31, 2026, compared to expense of $1.6 million for the same period in 2025. Interest expense for the three months ended March 31, 2026 and 2025 primarily reflects the effective interest rates on the 2028 Convertible Notes and the 2025 Convertible Notes, which are 0.70% and 1.96%, respectively. Interest

on the 2028 Convertible Notes and 2025 Convertible Notes began accruing upon issuance and is payable semi-annually. These decreases are primarily attributable to the maturity and settlement of the Company's 2025 Convertible Notes during the second quarter of 2025.

For further details regarding the convertible notes please refer to Note 6. Debt in the accompanying notes to the Consolidated Financial Statements.

Net Loss Per Share

The following table provides consolidated net loss for each period along with the computation of basic and diluted net loss per share for the three months ended March 31, 2026 and 2025 (in thousands, except net loss per share data):

	Three Months Ended March 31,	
	2026	2025
NET LOSS	$ (17,106)	$ (25,923)
Basic weighted average shares outstanding	129,166	127,376
Diluted weighted average shares outstanding	129,166	127,376
Basic net loss per share	$ (0.13)	$ (0.20)
Diluted net loss per share	$ (0.13)	$ (0.20)

Non-GAAP Measures

Use of Non-GAAP Financial Measures

In order to provide greater transparency regarding our operating performance, the financial results and financial guidance in this Quarterly Report on Form 10-Q refer to certain non-GAAP financial measures that involve adjustments to GAAP results. Non-GAAP financial measures exclude certain income and/or expense items that management believes are not directly attributable to the Company's core operating results and/or certain items that are inconsistent in amounts and frequency, making it difficult to perform a meaningful evaluation of our current or past operating performance. Management believes that the presentation of operating results using non-GAAP financial measures provides useful supplemental information to investors by facilitating the analysis of the Company's core test-level operating results across reporting periods. These non-GAAP financial measures may also assist investors in evaluating future prospects. Management also uses non-GAAP financial measures for financial and operational decision making, planning and forecasting purposes and to manage the business. These non-GAAP financial measures do not replace the presentation of financial information in accordance with U.S. GAAP financial results, should not be considered measures of liquidity, and are unlikely to be comparable to non-GAAP financial measures provided by other companies.

Definitions of Non-GAAP Measures

Non-GAAP Adjusted EBITDA

"Adjusted EBITDA" is defined by NeoGenomics as net (loss) income from continuing operations before: (i) interest income, (ii) interest expense, (iii) income tax (benefit) or expense, (iv) depreciation and amortization expense, (v) stock-based compensation expense, and, if applicable in a reporting period, (vi) CEO transition costs, (vii) acquisition and integration related expenses, (viii) intellectual property ("IP") litigation costs, and (ix) other significant or non-operating (income) or expenses, net.

The following is a reconciliation of GAAP net loss to Non-GAAP EBITDA and Adjusted EBITDA for the three months ended March 31, 2026 and 2025:

	Three Months Ended March 31,	
($ in thousands)	**2026**	**2025**
Net loss (GAAP)	$ (17,106)	$ (25,923)
Adjustments to net loss:		
Interest income	(1,273)	(3,721)
Interest expense	598	1,618
Income tax (benefit) expense	(472)	266
Depreciation	8,780	9,366
Amortization of intangibles	7,633	8,362
EBITDA (non-GAAP)	$ (1,840)	$ (10,032)
Further adjustments to EBITDA:		
CEO transition costs[1]	—	2,193
Acquisition and integration related expenses[2]	806	1,172
Stock-based compensation expense	9,636	10,754
IP litigation costs[3]	—	2,983
Other significant expenses, net[4]	402	—
Adjusted EBITDA (non-GAAP)	$ 9,004	$ 7,070

[1] For the three months ended March 31, 2025, CEO transition costs include severance costs, executive retention costs, and executive search costs. There were no such costs for the three months ended March 31, 2026.

[2] For the three months ended March 31, 2026, acquisition and integration related expenses include severance costs. For the three months ended March 31, 2025, acquisition and integration related expenses include legal and consulting costs.

[3] For the three months ended March 31, 2025, IP litigation costs include legal fees. There were no such costs for the three months ended March 31, 2026.

[4] For the three months ended March 31, 2026, other significant (income) expenses, net, includes executive retention costs, severance costs, and fees related to non-recurring legal matters. There were no such costs for the three months ended March 31, 2025.

Liquidity and Capital Resources

To date, we have financed our operations primarily through cash generated from operations, public and private sales of debt and equity securities, and bank debt borrowings.

The following table presents a summary of our consolidated cash flows for operating, investing and financing activities for the three months ended March 31, 2026 and 2025 as well as balances of cash and cash equivalents and working capital:

	Three Months Ended March 31,	
($ in thousands)	**2026**	**2025**
Net cash (used in) provided by:		
Operating activities	$ (8,137)	$ (25,327)
Investing activities	(5,000)	3,560
Financing activities	(338)	949
Net change in cash and cash equivalents	(13,475)	(20,818)
Cash and cash equivalents, beginning of period	159,618	367,012
Cash and cash equivalents, end of period	$ 146,143	$ 346,194
Working Capital [(1)], end of period	$ 289,094	$ 294,237

[(1)] Defined as current assets less current liabilities.

Cash Flows from Operating Activities

Cash used in operating activities during the three months ended March 31, 2026 was $8.1 million compared to cash used in operating activities of $25.3 million in the same period in 2025. This $17.2 million decrease was primarily driven by our operating results (net loss adjusted for depreciation, amortization of intangibles, and other non-cash charges), which resulted in a $6.2 million decrease in cash used by operating activities year-over-year and a $11.0 million decrease in cash used resulting from net changes in operating assets and liabilities. The decrease in cash used related to our operating activities was primarily driven by an improvement in gross profit of $7.6 million. In addition, timing of cash receipts and cash payments in the ordinary course of business caused operating cash flow to fluctuate from period to period.

Cash Flows from Investing Activities

During the three months ended March 31, 2026, cash used in investing activities was $5.0 million compared to cash provided by investing activities of $3.6 million in the same period in 2025. This change was primarily due to a $8.1 million decrease in proceeds from maturities of marketable securities.

Cash Flows from Financing Activities

During the three months ended March 31, 2026, cash used in financing activities was $0.3 million compared to cash provided by financing activities of $0.9 million in the same period in 2025. The primary reason for the decrease in cash provided by financing activities year-over-year was the timing of cash payments for stock option exercises which can fluctuate from period to period.

Liquidity Outlook

We had $146.1 million in unrestricted cash and cash equivalents as of March 31, 2026 available to support current operational liquidity needs. We anticipate that the cash on hand and cash collections are sufficient to fund our near-term capital, and operating needs for at least the next 12 months. Operating needs include, but are not limited to, the planned costs to operate our business, including amounts required to fund working capital, capital expenditures, continued research and development efforts, and potential strategic acquisitions and investments.

Capital Expenditures

We forecast capital expenditures in order to execute on our business plan and maintain growth; however, the actual amount and timing of such capital expenditures will ultimately be determined by the volume of business. We currently anticipate that our capital expenditures for the year ending December 31, 2026 will be in the range of $30.0 million to $35.0 million. During the three months ended March 31, 2026, we purchased, with cash, approximately $5.0 million of capital equipment, software and leasehold improvements. We have funded and plan to continue funding these capital expenditures with cash and financing.

Critical Accounting Policies and Estimates

The preparation of financial statements in conformity with United States generally accepted accounting principles ("GAAP") requires Management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates. Our Management routinely makes judgments and estimates about the effects of matters that are inherently uncertain. Please refer to our critical accounting policies as disclosed in our Annual Report on Form 10-K for the year ended December 31, 2025 and Note 2. Summary of Significant Accounting Policies, in the accompanying notes to the unaudited Consolidated Financial Statements for a complete description of our significant accounting policies.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

We are exposed to market risks, including changes in interest rates and foreign currency exchange rates.

Interest Rate Risk

In January 2021, we issued $345.0 million aggregate principal amount of the 2028 Convertible Notes. The 2028 Convertible Notes have a fixed annual interest rate of 0.25%; therefore, we do not have economic interest rate exposure with respect to the 2028 Convertible Notes. However, the fair value of the 2028 Convertible Notes is exposed to interest rate risk. Generally, the fair market value will increase as interest rates fall and decrease as interest rates rise. In addition, the fair value is affected by our common stock price. The fair value will generally increase as our common stock price increases and will generally decrease as our common stock price declines. We carry the 2028 Convertible Notes at face value less unamortized debt discount and debt issuance costs on our balance sheet, and we present the fair value for required disclosure purposes only.

Foreign Currency Exchange Risk

We have operations in Cambridge, United Kingdom. Our international revenues and expenses denominated in foreign currencies (primarily British Pounds), expose us to the risk of fluctuations in foreign currency exchange rates against the U.S. dollar. We do not hedge foreign currency exchange risks and do not currently believe that these risks are significant.

ITEM 4. CONTROLS AND PROCEDURES

Disclosure Controls and Procedures

We maintain disclosure controls and procedures designed to ensure that information required to be disclosed in reports filed under the Securities Exchange Act of 1934, as amended, is recorded, processed, summarized, and reported within the time periods specified in the SEC rules and forms, and that such information is accumulated and communicated to our Management, including our principal executive officer and principal financial officer, as appropriate, to allow timely decisions regarding required disclosure. In designing and evaluating our disclosure controls and procedures, Management recognized that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives.

As required by SEC Rule 15d-15, our Management carried out an evaluation, under the supervision and with the participation of our principal executive officer and principal financial officer, of the effectiveness of our disclosure controls and procedures as of the end of the period covered by this Quarterly Report on Form 10-Q. Based on that evaluation, our principal executive officer and principal financial officer concluded that our disclosure controls and procedures were effective at a reasonable assurance level as of the end of the period covered by this report.

Changes in Internal Control over Financial Reporting

There were no changes in our internal control over financial reporting that occurred during the quarter ended March 31, 2026 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II — OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

From time to time the Company is engaged in legal proceedings, including proceedings that arise in the ordinary course of business. For further information on legal proceedings, please refer to Note 11. Commitments and Contingencies, in the notes to the unaudited Consolidated Financial Statements.

ITEM 1A. RISK FACTORS

You should carefully consider each of the risk factors described in Part I, Item 1A, "Risk Factors" contained in our Annual Report on Form 10-K for the year ended December 31, 2025, as filed with the SEC on February 17, 2026, as well as the other information set forth in this Quarterly Report on Form 10-Q.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

Issuer Purchases of Equity Securities

The following table sets forth information concerning our purchases of common stock for the periods indicated:

Period of Repurchase	Total Number of Shares Purchased[1]	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Maximum Number (or Approximate Dollar Value) of Shares that May Yet Be Purchased Under the Plans or Programs
January 1, 2026 - January 31, 2026	324	$ 12.66	—	—
February 1, 2026 - February 28, 2026	3,124	$ 11.66	—	—
March 1, 2026 - March 31, 2026	474	$ 9.83	—	—
Total	3,922		—	—

[1] The Company's 2023 Equity Incentive Plan (the "2023 Plan") was adopted on May 25, 2023 and amended on May 22, 2025. The 2023 Plan replaced the Amended and Restated Equity Incentive Plan, as most recently amended on May 25, 2017 (the "Prior Plan"). Both the 2023 Plan and the Prior Plan allow participants to surrender already-owned shares having a fair market value equal to the required withholding tax related to the vesting of restricted stock. Pursuant to a share withholding election made by participants in connection with the vesting of such awards, all of which were outside of a publicly announced repurchase plan, we acquired from such participants the shares noted in the table above to satisfy tax withholding obligations related to the vesting of their restricted stock. The average prices listed in the above table are averages of the fair market prices at which we valued shares withheld for purposes of calculating the number of shares to be withheld.

ITEM 3. DEFAULTS UPON SENIOR SECURITIES

None.

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

ITEM 5. OTHER INFORMATION

Insider Trading Plans

During the quarter ended March 31, 2026, the following director adopted a Rule 10b5-1 trading arrangement as defined in Regulation S-K Item 408, as follows:

On March 10, 2026, Lynn Tetrault, our Chair of the Board, adopted a Rule 10b5-1 trading arrangement providing for the sale from time to time of an aggregate of up to 5,308 shares of our common stock. The trading arrangement is intended to satisfy the affirmative defense in Rule 10b5-1(c). The duration of the trading arrangement is estimated to be from June 9, 2026 until February 28, 2027, or earlier if all transactions under the trading arrangement are completed.

No other officers or directors, as defined in Rule 16a-1(f), adopted or terminated a Rule 10b5-1 trading arrangement or a non-Rule 10b5-1 trading arrangement, as defined in Regulation S-K Item 408, during the last fiscal quarter.

ITEM 6. EXHIBITS

Exhibit Number	Description of Exhibit	Location
10.1	Special Advisor Agreement between NeoGenomics, Inc. and Jeffrey Sherman, effective April 14, 2026	Provided herewith.
31.1	Certification by Principal Executive Officer pursuant to Rule 13a-14(a)/ 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002	Provided herewith.
31.2	Certification by Principal Financial Officer pursuant to Rule 13a-14(a)/ 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002	Provided herewith.
32.1	Certification by Principal Executive Officer and Principal Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002	Provided herewith.
101.INS	XBRL Instance Document (the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document)	Provided herewith.
101.SCH	XBRL Taxonomy Extension Schema Document	Provided herewith.
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document	Provided herewith.
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document	Provided herewith.
101.LAB	XBRL Taxonomy Extension Labels Linkbase Document	Provided herewith.
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document	Provided herewith.
104	Cover Page Interactive File (formatted as inline XBRL and contained within Exhibit 101)	Provided herewith.

SIGNATURES

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

Date: April 28, 2026

NEOGENOMICS, INC.

By:	*/s/ Anthony Zook*
Name:	Anthony Zook
Title:	Director and Chief Executive Officer

By:	*/s/ Abhishek Jain*
Name:	Abhishek Jain
Title:	Chief Financial Officer

SPECIAL ADVISOR AGREEMENT

This special advisor agreement (the "Agreement"), effective April 14, 2026 ("Effective Date") by and between Jeffrey S. Sherman ("Advisor"), an individual whose address is [REDACTED] and NeoGenomics Laboratories, Inc., a Florida corporation with its principal office located at 9490 NeoGenomics Way, Fort Myers, FL 33912 together with its affiliates, including NeoGenomics, Inc., and subsidiaries ("NeoGenomics" or the "Company").

RECITALS

WHEREAS, NeoGenomics provides a wide range of oncology diagnostic testing and consultative services which includes technical laboratory services and professional interpretation of laboratory test results by licensed physicians who specialize in pathology and oncology (collectively, the "Business"), and

WHEREAS, Advisor is an executive and professional with specialized knowledge regarding the Company, its business, and its industry; and

WHEREAS, Advisor is willing to provide his professional expertise and knowledge in those areas required or desired by NeoGenomics; and

WHEREAS, NeoGenomics desires to contract with Advisor for the rendition and performance of such professional services, as more fully described in this Agreement, and Advisor agrees to render and perform such services on an independent contractor basis to NeoGenomics, on the terms and conditions set forth in this Agreement; and

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby incorporated into this Agreement as an integral part hereof, and the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, NeoGenomics and Advisor, intending to be legally bound, hereby agree as follows:

1. **Term of Engagement**. The Agreement shall commence on the Effective Date of this Agreement and continue until April 13, 2028 (the "Term").

2. **Services**. During the Term, Advisor will be responsible for providing professional strategic advisory consulting services (collectively, the "Services"), as more fully described in Exhibit A attached hereto.

3. **Agreements of NeoGenomics**. Pursuant to this Agreement, NeoGenomics agrees to the following:
   a. Provide such information that may be necessary for the provision of the Services by Advisor; and
   b. Provide such other support as Advisor may reasonably request in order for Advisor to perform his duties as outlined in paragraph 2 of the Agreement and Exhibit A attached hereto.

4. **Compensation and Expenses**. In consideration for the Services rendered by Advisor to NeoGenomics throughout the Term, the Company shall compensate Advisor in accordance with the terms set forth in Exhibit B attached hereto.

5. **Arm's-length Compensation**. The parties hereto agree that the compensation provided herein has been determined in arm's-length bargaining and is consistent with fair market value in arm's-length transactions. Furthermore, the compensation is not and has not been determined in a manner that takes into account the volume or value of any referrals or business otherwise generated between the parties for which payment may be made in whole or in part under Medicare or any other federal or state health care program or any other third party payor program.

6. **Termination.** This Agreement shall terminate on April 13, 2028 (the "Termination Date"). Advisor shall have the right to terminate this Agreement at any time during the Term by giving written notice to the Company at least thirty (30) days prior to the date of such termination. During the Term of this Agreement, in the event Advisor materially breaches Section 7 of this Agreement and after providing written notice thereof to the Advisor and allowing the Advisor thirty (30) days to cure such breach, if so curable, the Company shall have the right to terminate this Agreement by giving written notice to Advisor at least thirty (30) days prior to the date of such termination. Upon any termination, Advisor agrees to cease all representation on behalf of the Company, including, but not limited to representations to the Company's customers that Advisor is acting on behalf of the Company in any capacity; provided, however the Advisor agrees to answer any reasonable follow-up inquiries from customers or the Company for matters on which he has previously reported or been involved.

7. **Confidentiality and Non-Disclosure Agreement.**

a) The term "Confidential Information" as used herein shall mean any and all information of the Company that is not generally available to the public, including (i) any information regarding customer lists and prospective customer lists; specific information on customers and prospective customers (including information on preferences, credit information, and pricing); customer contracts; other corporate contracts; marketing strategies, programs, plans and methods; promotional programs, plans, and methods; pricing policies, product strategies and methods of operation and other business methods; expansion plans, including existing and entry into new geographic and/or product markets; business policies and strategies; business forecasts, financial data, costs, sales and revenue reports, and any analyses not publicly disclosed; confidential information about employees, officers, directors and other representatives of the Company; other information which enables the Company to compete successfully; terms and conditions under which the Company deals with vendors and suppliers or prospective vendors or suppliers; Personal Information and Protected Health Information; the Company's billing rates, pricing lists (including item and customer specific pricing information); facilities information, designs, trademarks, graphics, insignia, fascia, slogans, drawings, or other commercial symbols; trade secrets; license agreements; proprietary sales and utilization methods and techniques; proprietary compositions, ideas and improvements; pricing methods and strategies; computer programs, computer systems, computer data, system documentation, special hardware, product hardware, related software development and computer software design and/or improvements, computer disks or other computer storage medium, data, models or any other photographic or other tangible materials; market feasibility studies; documentation, marketing, and business needs of customers, potential and/or vendors; inventions; future the Company business plans; project files; design systems; information on current and potential vendors including, but not limited to, their identity, pricing, and purchasing information not generally known; correspondence, letters, notes, notebooks, reports, flowcharts, proposals, processes, spreadsheets, memoranda, files; and/or all other confidential or proprietary information belonging to the Company or relating to the

Company's business and/or affairs; (ii) any information that is of value or significance to the Company that derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, including information not generally known to the competitors of the Company nor intended by the Company for general dissemination; and (iii) any information received by the Company from any Person with any understanding, express or implied, that it will not be disclosed. Confidential Information shall not include any information that enters the public domain, other than as a result of unauthorized disclosure by Advisor or otherwise through a breach of Advisor's obligations under this Agreement.

b) In the event that Advisor is requested or required (by oral questions, interrogatories, requests for information or documents, subpoenas, civil investigative demands or similar processes) to disclose or produce any Confidential Information furnished in the course of its dealings with the other party or its affiliates, advisors or representatives, it is agreed that the Advisor will (i) provide the Company with prompt notice thereof and copies, if possible, and, if not, a description, of the Confidential Information requested or required to be disclosed or produced so that the Company may seek an appropriate protective order or waive compliance with the provisions of this Agreement and (ii) consult with the Company as to the advisability of the Advisor taking of legally available steps to resist or narrow such request. It is further agreed that, if in the absence of a protective order or the receipt of a waiver hereunder the Advisor is nonetheless, in the written opinion of its legal counsel, compelled to disclose or produce Confidential Information concerning the Company to any tribunal or to stand liable for contempt or suffer other censure or penalty, the Advisor may disclose or produce such Confidential Information to such tribunal without liability hereunder; *provided, however,* that the Advisor shall give the Company written notice of the Confidential Information to be so disclosed or produced as far in advance of its disclosure or production as is practicable and shall use its best efforts to obtain, to the greatest extent practicable, an order or other reliable assurance that confidential treatment will be accorded to such Confidential Information so required to be disclosed or produced.

c) Advisor acknowledge(s) that this "Confidential Information" is of value to the Company by providing it with a competitive advantage over its competitors, is not generally known to competitors of the Company, is not information easily available to the public, and is not intended by the Company for general dissemination. Advisor acknowledges that this "Confidential Information" derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use and is the subject of reasonable efforts to maintain its secrecy. Therefore, the parties agree that all "Confidential Information" under this Agreement constitutes "Trade Secrets" under the law of any state in which the Advisor provides services to the Company or, in the absence of any such definition, as defined in the Uniform Trade Secrets Act.

d) Duty of Confidentiality. All Confidential Information is considered highly sensitive and strictly confidential. Accordingly, upon receiving any Confidential Information, Advisor agrees that all Confidential Information which Advisor will create or to which Advisor has access as a result of Advisor's provision of the Services and other associations with the Company is and will remain the sole and exclusive property of the Company. Advisor agrees that, except as required for the performance of the Services, as expressly authorized in writing in advance by a duly

authorized officer of the Company, or as required by applicable law, Advisor will never at any time, either during or after the Term of this Agreement, directly or indirectly, use, publish, disseminate, distribute or otherwise disclose any Confidential Information to any other person or entity. Advisor agrees to take all steps necessary, and all steps requested by the Company, to ensure that the Confidential Information is kept secret and confidential and for the sole use and benefit of the Company and to comply with all applicable policies and procedures of the Company regarding the storage and security of all Confidential Information whether in hard copy form or stored on computer disks or other electronic media. Such policies and procedures may include, but not be limited to, a prohibition against Advisor sending any Company document to a personal e-mail account or using any removable media, such as a flash or external drive, absent explicit written permission from the Company. Advisor acknowledges that Advisor shall bear all costs, losses, and damages resulting from any intentional breach of this Section 7, to the fullest extent permitted by applicable law.

8. **Return of Property**. Upon the termination of this Agreement, regardless of why the Agreement terminates, Advisor shall return to the Company and/or certify that it has been deleted from Advisor's computer all property owned by the Company and all Confidential Information indicated by the Company as well as any other Confidential Information that Advisor is aware that he has, in whatever form it exists, including all copies thereof. The Company agrees that so long as Advisor has made a good faith effort to return all such property and Confidential Information, Advisor shall be deemed to have complied with these provisions. The Company may at anytime call to Advisor's attention that it has not yet received certain additional Confidential Information and Advisor shall promptly search for such additional Confidential Information and return it to the Company. The Company agrees that Advisor may delete any information that is proprietary to Advisor that may be contained within the Company's Confidential Information prior to Advisor returning it to the Company.

9. **Privacy and Security.** The parties shall protect the privacy and confidentiality and provide for the security of all protected health information ("PHI"), as that term is defined in and in accordance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, and the privacy and security regulations promulgated thereunder at 45 C.F.R. parts 160 through 164 ("HIPAA"), and all other applicable federal and state laws and regulations. Notwithstanding the foregoing, each party shall provide the other party with such information as reasonably necessary to perform their respective obligations under this Agreement. In addition, as the Company is a "covered entity," as that term is defined under HIPAA and, as PHI may be exchanged between the parties under this Agreement, Advisor agrees to be bound by and comply with the separate Business Associate Agreement attached hereto as Exhibit C and incorporated herein by reference ("Business Associate Agreement").

10. **Change of Control.** In the event that the Company undergoes a Change of Control during the Term of this Agreement, this Agreement shall survive until termination of the Term. The term "Change of Control" for purposes of this Agreement means the occurrence of any of the following events: (a) any "person" or "group" (as defined in Section 13(d) and 14(d) of the Exchange Act) together with their affiliates become the ultimate "beneficial owner" (as defined in Rule 13d-3 of the Exchange Act) of voting stock of the Company representing more than fifty percent (50%) of the voting power of the total voting stock of the Company, or (b) the consummation of a merger or consolidation of the Company with any other corporation or entity regardless of which entity is the survivor, other than a merger or a consolidation which would result in the voting stock of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or being converted into voting securities of the surviving entity or the parent thereof) at least fifty percent (50%) of the combined voting power of

the voting securities of the Company or such surviving entity or the parent thereof, outstanding immediately after such merger or consolidation, or (c) the stockholders of the Company approve a plan of complete liquidation or winding up of the Company or an agreement for the sale or disposition by the Company of all or substantially all of the Company's assets, or (d) during any period of two (2) consecutive years, individuals who at the beginning of such period constitute the Board, and any new member of the Board (other than a member of the Board designated by a person who has entered into an agreement with the Company to effect a transaction described in subsections (a), (b), or (c) of this Section 13 whose election by the Company's shareholders was approved by a vote of at least two-thirds (2/3) of the members of the Board at the beginning of the period or whose election or nomination for election was previously so approved, cease for any reason to constitute at least a majority thereof.

11. Miscellaneous.

a) With the exception of the General Release of Claims dated December 5, 2022 (attached hereto as Exhibit D) and the Confidentiality, Non-solicitation and Non-compete Agreement dated December 7, 2022 (attached hereto as Exhibit E) executed between the Advisor and the Company, this Agreement supersedes all prior agreements and understandings between the parties and may not be modified or terminated orally. Except as otherwise provided in this paragraph, the Advisor hereby waives any claims that it might have under any previous oral or other contract. No modification or attempted waiver of this Agreement will be valid unless in writing and signed by the party against whom the same is sought to be enforced.

b) The provisions of this Agreement are separate and severable, and if any of them is declared invalid and/or unenforceable by a court of competent jurisdiction or an arbitrator, the remaining provisions shall not be affected.

c) If a court of competent jurisdiction determines that any of the restrictions against disclosure of Confidential Information, and/or solicitation contained in this Agreement are invalid in whole or in part due to over breadth, whether geographically, temporally, or otherwise, such court is specifically authorized and requested to reform such provision by modifying it to the smallest extent necessary to render it valid and enforceable, and to enforce the provision as modified.

d) This Agreement is the joint product of the Company and the Advisor, and each provision hereof has been subject to the mutual consultation, negotiation and agreement of the Company and the Advisor and shall not be construed for or against either party hereto.

e) This Agreement will be governed by and construed in accordance with the provisions of the law of the State of Florida, without reference to provisions that refer a matter to the law of any other jurisdiction. Each party hereto hereby irrevocably submits itself to the exclusive personal jurisdiction of the federal and state courts sitting in Lee County, Florida; accordingly, any matters involving the Company and the Advisor with respect to this Agreement may be adjudicated only in a federal or state court sitting in Lee County, Florida.

f) All notices and other communications required or permitted under this Agreement shall be in writing, and shall be deemed properly given if delivered personally, mailed by registered or certified mail in the United States mail, postage prepaid, return receipt requested, sent by facsimile, or sent by Express Mail, Federal Express or nationally recognized express delivery service, as follows:

(i) If to the Company, at the address listed at the preamble to this Agreement or its then primary executive offices to the attention of the General Counsel; and

(ii) If to the Advisor, at the address listed at the preamble to this Agreement or the Advisor's primary legal residence which is listed at the signature block of this agreement. Should this address change, the Advisor agrees to promptly notify the Company of such change.

Notice given by hand, certified or registered mail, or by Express Mail, Federal Express or other such express delivery service, shall be effective upon actual receipt. Notice given by facsimile transmission shall be effective upon telephonic confirmation of receipt by the party to whom it is addressed. All notices by facsimile transmission shall be followed up promptly after transmission by delivering an original copy by hand, certified or registered mail, or by Express Mail, Federal Express or other such delivery service. Any party may change any address to which notice is to be given to it by giving notice as provided above of such change of address.

g) The parties agree that the Advisor is acting as an independent contractor under current Internal Revenue Service guidelines in the provision of services under this Agreement and that the Advisor shall be solely responsible for paying all taxes due on any Compensation hereunder. The Advisor understands and acknowledges that all Compensation hereunder is taxable to the Advisor and the Company has an affirmative obligation to report such amounts of Compensation on Form 1099 to the Internal Revenue Service each year. The Advisor agrees to provide its tax identification number in the signature block below. Advisor understands that the Company has no obligation to Advisor under state or federal laws regarding employee liability and that Advisor will have no right to any benefits provided by the Company from time to time to its employees, including medical or health benefit plans, pension, retirement, savings or similar plans or any other employee benefit plans of the Company. Advisor understands and agrees that: (a) Advisor will not be treated as an employee for purposes of the Federal Insurance Contributions Act, the Social Security Act, the Federal Unemployment Tax Act, income tax withholding and applicable state laws including those pertaining to worker's compensation, unemployment compensation and state income tax withholding; and (b) information returns will be filed with the appropriate federal and state taxing authorities indicating Advisor's status as an independent contractor and reporting income paid to Advisor as required by law.

h) It is understood by and between the parties hereto that the covenant set forth in Sections 7 is an essential element of this Agreement. Such covenants by Advisor shall be construed as agreements independent of any other provision of this Agreement. The existence of any claim or cause of action of Advisor against the Company, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by the Company of such covenants.

i) This Agreement may be signed in counterparts, and by fax or Adobe Acrobat PDF file, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

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

NEOGENOMICS LABORATORIES, INC.:

By: */s/ Abhishek Jain* Name: Abhishek Jain
Title: Chief Financial Officer

ADVISOR:

/s/ Jeffrey Sherman
Jeffrey Sherman

EXHIBIT A

DESCRIPTION OF DUTIES AND SERVICES

In accordance with the terms and conditions of the Special Advisor Agreement between Jeffrey S. Sherman ("Advisor") and NeoGenomics Laboratories, Inc. and its affiliates ("Company") and Section 2 therein, this Exhibit A describes the duties and services (the "Services") the Advisor shall perform under the Agreement.

1. Provide professional strategic, advisory services to the Company under the direction of the Company's Chief Executive Officer ("CEO") or Chief Financial Officer ("CFO").

2. Participate in meetings and telephone conferences, as needed, with the CEO, CFO or other Company personnel to facilitate the provision of Services.

3. Such other activities as may be needed by the CEO or CFO at the expense of the Company. The spirit of this section is to try and account for other activities or issues that have not been addressed or identified in paragraphs (1) through (2) above.

EXHIBIT B COMPENSATION FOR SERVICES

In accordance with the terms and conditions of the Consulting Agreement between Jeffrey S. Sherman ("Advisor") and NeoGenomics Laboratories, Inc. and its affiliates ("Company") and Section 4 therein, this Exhibit B sets forth the compensation to be by the Company to the Advisor for the provision of the Services described in Exhibit A and Section 2 of the Agreement.

1. The Company agrees to pay Advisor $11,666.70 per month for the provision of Services set forth in Section 2 of the Agreement and Exhibit A attached hereto. Such payments will be made monthly within thirty (30) days of the end of the month for which Services were provided. Advisor agrees to prepare an invoice periodically, no more frequently than monthly, for all Services rendered on behalf of the Company during any given month of providing such Services.

2. In addition to any compensation payable hereunder, the Company shall also reimburse Advisor for all expenses reasonably incurred by her in connection with the Services performed on behalf of the Company under the Agreement including, but not limited to, airfare, hotel, rental car, food, and associated expenses, upon providing the original receipts and an expense report for such expenses in accordance with the Company's standard expense reimbursement policy then in effect. Advisor agrees to seek prior written approval from NeoGenomics before incurring expenses in excess of $1,000.00 in any given month.

3. Except as may be set forth in this Exhibit B and the Agreement, each party shall be responsible for its own costs and expenses incurred in connection with this Agreement. Each party shall also bear and be responsible for paying any sales, use, or other federal, state, or local taxes it incurs as a direct or indirect result of entering into this Agreement.

EXHIBIT C

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT ("Agreement"), effective on the last signature date below, is entered into by and between **NeoGenomics Laboratories, Inc.**, a Florida corporation ("Covered Entity"), on behalf of itself and its affiliates with a principal place of business at 9490 NeoGenomics Way, Fort Myers, Florida 33912 and Jeffrey S. Sherman "Business Associate") with its principal place of business at [REDACTED] (each a "Party" and collectively the "Parties").

Type of Service(s) Provided by the Business Associate: Chief Financial Officer Advisor

BACKGROUND AND PURPOSE. The Parties have entered into, and may in the future enter into, one or more agreements (the "Underlying Contract(s)"), that require Business Associate to perform a service, function or activity involving the Use or Disclosure of PHI (as defined in Section 2), that is pursuant to this Agreement and subject to the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and the privacy and security regulations promulgated thereunder (45 C.F.R. Parts 160 and 164) (the "Privacy Regulations" and the "Security Regulations"); and the requirements of Subtitle D (Privacy) of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, and the implementing regulations, that apply to covered entities and business associates ("HITECH"), beginning on the date each applicable provision is specified to take effect. These laws and regulations shall collectively be referred to the as "Privacy Obligations". This Agreement shall supplement and/or amend each of the Underlying Contract(s) only with respect to Business Associate's receipt, Use, Disclosure, and creation of PHI under the Underlying Contract(s) to allow both Parties to comply with the Privacy Obligations and other laws applicable to the privacy and security of health information.

DEFINITIONS. Capitalized terms used but not otherwise defined in this Agreement shall have the same meaning as the meaning ascribed to those terms in the Privacy Obligations in effect or as amended.

"**ePHI**" means PHI (as defined in Section 2.2) transmitted by or maintained in Electronic Media.

*"***PHI**" shall have the same meaning as the term "Protected Health Information" in 45 C.F.R. § 160.103, limited to information created or received by Business Associate from or on behalf of Covered Entity, including, but not limited to ePHI.

OBLIGATIONS OF BUSINESS ASSOCIATE. To assure that the Covered Entity and Business Associate may achieve and maintain compliance with the requirements of the Privacy Obligations, Business Associate agrees to:

Not use or Disclose PHI received from Covered Entity in any manner that would constitute a violation of the Privacy Regulations if done by Covered Entity. No other Use or

Disclosure of PHI by Business Associate is permissible, unless approved in writing by Covered Entity. Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI received from or on behalf of Covered Entity, except as permitted by HITECH § 13405(d) and any implementing regulations that may be promulgated or revised from time to time, including, but not limited to, 45 C.F.R. §§ 164.502(a)(5)(ii) and 164.508(a)(4).

Not Use or Disclose PHI other than as permitted or required by this Agreement, the Underlying Contract(s) or as required by law. Business Associate may: (1) Use and Disclose PHI as permitted or required to perform its obligations as set forth in the Underlying Contract(s); (2) Use PHI for its proper management and administration; and (3) Use PHI to carry out its legal responsibilities.

Limit, to the extent practicable and except as permitted by 45 C.F.R. § 164.502(b)(2), its Use, Disclosure, and requests of PHI under the Agreement to a Limited Data Set or, if needed by Business Associate, to the minimum necessary PHI to accomplish the intended purpose of such Use, Disclosure or request.

Use reasonable and appropriate safeguards and comply, where applicable, with the Security Regulations with respect to ePHI, to prevent Use or Disclosure of PHI, other than as provided for by this Agreement. Business Associate shall also mitigate, to the extent practicable, any harmful effects of any violation of this Agreement of which it becomes aware.

Use reasonable and appropriate administrative, physical and technical safeguards to protect the Confidentiality, Integrity and Availability of ePHI that it receives, maintains, creates, or transmits to or on behalf of Covered Entity, as required by 45 C.F.R. § 164.314(a) and in compliance with the Privacy Obligations, including but not limited to 45 C.F.R. §§ 164.308, 164.310, 164.312 and 164.316. This includes adhering to applicable guidance published by the
U.S. Department of Health and Human Services ("HHS") on appropriate safeguards.

Implement reasonable systems for the discovery and reporting of any breach of or Security Incident involving individually identifiable information (including, but not limited to, PHI) that, if misused, disclosed, lost or stolen, Covered Entity believes would trigger an obligation under the Privacy Obligations, or one or more State data breach notification laws, to notify the individuals who are the subject of the information. Such systems must allow for the discovery and reporting of any such breaches or Security Incidents within the time frames specified under this Agreement.

Maintain policies and procedures governing the protection of PHI and provide, upon Covered Entity's request, access to and copies of any such policies and procedures.

If Business Associate becomes aware of any Use or Disclosure of PHI in violation of this Agreement, report any such Use or Disclosure to the designated privacy contact of Covered Entity in accordance with this Agreement.

Report to Covered Entity any Security Incident of which Business Associate becomes aware in the following manner: (a) any actual, successful Security Incident will be reported to

Covered Entity in writing without unreasonable delay and in no case later than three (3) calendar days, and (b) any attempted, unsuccessful Security Incident will be reported to Covered Entity in writing (i) if the incident reflects an unusual pattern or practice, or (ii) upon request by Covered Entity. For purposes of this Agreement, an "unsuccessful Security Incident" includes activity such as pings and other broadcast attacks on Business Associate's firewall, port scans, routine unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such event may reasonably result in a compromise to the information system, tools, hardware, conduit, technology, and/or unauthorized access, Use or Disclosure of ePHI. If the Security Regulations are amended to remove the requirement to report unsuccessful attempts at unauthorized access, the requirement hereunder to report such unsuccessful attempts will no longer apply as of the effective date of the amendment.

Business Associate shall notify Covered Entity, in writing, immediately and in no event later than three (3) business days upon Discovery of a Breach of Unsecured PHI (as those terms are defined below).

i. "Unsecured PHI" means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified in the guidance issued under Section 13402(h)(2) of HITECH on the HHS website.

ii. "Breach" as used in this Agreement shall have the meaning given such term under 45 C.F.R. § 164.402 as such regulation is revised from time to time.

Such notice must include, to the extent possible:

the date and description of the Breach of Unsecured PHI (as governed by 45 C.F.R. § 164.404);
the date of the Discovery of the Breach of Unsecured PHI (which shall be deemed to have occurred as of the first day on which such Breach is known to Business Associate (including any person, other than the individual committing the Breach, who is an employee, officer, or other agent of the Business Associate, as determined in accordance with the federal common law of agency) or, by exercising reasonable diligence, should reasonably have been known to Business Associate);
a description of the types of Unsecured PHI that were involved (*e.g.*, name, social security number, date of birth, address(es), account numbers of any type, disability codes, diagnostic and/or billing codes and similar information);
the name and contact information (*e.g.*, mailing address, street address, phone number, email address) of each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach;
a brief description of what the Business Associate has done or is doing to investigate the Breach of Unsecured PHI, mitigate harm to the Individual(s) impacted by the Breach, and protect against future Breaches; and
any other details requested by Covered Entity for purposes of, including without limitation, completing an assessment of the risk of harm to the Individual and/or complying with 45 C.F.R. § 164.410.

Business Associate shall also provide, to the extent possible, Covered Entity with any other available information that Covered Entity is required to include in the notification to Individuals under 45 C.F.R. § 164.404(c) or any applicable State data breach notification law at the time of Business Associate's notification to Covered Entity or promptly thereafter as such information becomes available.

Following a Breach of Unsecured PHI, Business Associate agrees to establish procedures to investigate the Breach, mitigate losses, and protect against any future Breaches in the time and manner reasonably requested by Covered Entity. Business Associate will have a continuing duty to inform Covered Entity of new information learned by Business Associate regarding the Breach of Unsecured PHI, including but not limited to the information described in Sections 3.10(a)-(f) above. Business Associate shall also appoint a liaison and provide contact information for same so that Covered Entity may ask questions or learn additional information concerning the Breach of Unsecured PHI.

Business Associate shall, at the written request of Covered Entity, be responsible for the notifications to third parties (*e.g.*, Individuals, the Secretary, the media) related to a Breach of Unsecured PHI by Business Associate. These notices shall be furnished at no additional charge to Covered Entity, and a copy of any notice shall be submitted to Covered Entity in advance for approval.

Business Associate shall document each risk assessment analysis it undertakes upon Discovery of a potential Breach of Unsecured Protected Health Information, and shall retain such analysis for six (6) years. Business Associate shall make such analyses available to Covered Entity within ten (10) business days of a Covered Entity request.

Business Associate agrees to pay actual costs for any associated mitigation incurred by Covered Entity, including the costs associated with making any notifications including, but not limited to, notifications conducted by Covered Entity, as a result of a Breach of Unsecured PHI by Business Associate (or an agent or contractor), such as credit monitoring and the cost of furnishing third-party notices, if Covered Entity determines that the Breach is significant enough to warrant such measures.

In the event of any conflict between this Section 3.10 and the Privacy Obligations, the more stringent requirements shall govern.

In the event any individually identifiable information is lost, stolen, used or disclosed in violation of one or more State data breach notification laws ("State Breach"), Business Associate shall promptly: (a) cooperate and assist Covered Entity with any investigation into any State Breach or alleged State Breach; (b) cooperate and assist Covered Entity with any investigation into any State Breach or alleged State Breach conducted by any State Attorney General or State Consumer Affairs Department (or their respective agents); (c) comply with Covered Entity's determinations regarding Covered Entity's and Business Associate's obligations to mitigate to the extent practicable any potential harm to the individuals impacted by the State Breach; (d) assist with the implementation of any decision by Covered Entity or any State agency, including

any State Attorney General or State Consumer Affairs Department (or their respective agents), to notify individuals impacted or potentially impacted by a State Breach, and (e) provide any other assistance or take any other actions that may be required to satisfy the requirements of any State data breach notification laws.

Subject to Covered Entity's prior written approval of any agent or subcontractor that creates, receives, maintains, or transmits PHI on behalf of Business Associate in the course of performing the obligations set forth in the Underlying Contract(s), obtain and maintain a written agreement with such agent or subcontractor, pursuant to which such agent or subcontractor agrees to be bound by the same restrictions, terms and conditions that apply to Business Associate pursuant to this Agreement with respect to such PHI, including but not limited to the requirement that the agent or subcontractor implement reasonable and appropriate safeguards to protect any ePHI that is disclosed to it by Business Associate and that the agent or subcontractor report any Use or Disclosure of PHI in violation of this Agreement within a timeframe that permits Business Associate to comply with its reporting obligations under Sections 3.9 and 3.10 of this Agreement.

Make internal practices, policies, and procedures, books, agreements, and records relating to the Use or Disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary and Covered Entity, in a time and manner designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Regulations. Business Associate shall promptly notify Covered Entity of any Secretary request and provide copies of any materials provided to the Secretary by Business Associate.

Document such Disclosures of PHI and information related to such Disclosures as would be required by Covered Entity to respond to a request for an accounting of Disclosures to an Individual in accordance with 45 C.F.R. § 164.528 (including, without limitation, a disclosure permitted under 45 C.F.R. § 164.512). Following notice by Covered Entity to Business Associate that it has received a request for an accounting of Disclosures of PHI, Business Associate shall make available such information as is in Business Associate's possession to Covered Entity within ten (10) calendar days. In the event the request for an accounting is delivered directly to Business Associate, Business Associate shall forward such request to Covered Entity within five (5) calendar days.

If, and to the extent that, Business Associate maintains a Designated Record Set of Covered Entity, within fifteen (15) calendar days of receipt of a request by Covered Entity for access to PHI about an Individual contained in the Designated Record Set, make available to Covered Entity such PHI in accordance with 45 C.F.R. § 164.524 for so long as Business Associate maintains such information in the Designated Record Set. In the event that any Individual requests access to PHI directly from Business Associate, Business Associate shall forward such request to Covered Entity within five (5) calendar days. Any denials of access to the PHI requested shall be the responsibility of Covered Entity.

If, and to the extent that, Business Associate maintains a Designated Record Set of Covered Entity, within fifteen (15) calendar days from the receipt of a request from Covered Entity for the amendment of an Individual's PHI contained in the Designated Record Set,

provide such information to Covered Entity for amendment and incorporate any such amendments in the PHI maintained by Business Associate as required by 45 C.F.R. § 164.526 for so long as Business Associate maintains such information in the Designated Record Set. If Business Associate receives a request for amendment to PHI directly from an Individual, Business Associate shall directly forward such request to Covered Entity within five (5) calendar days.

If Business Associate receives a request directly from an Individual to restrict disclosures of PHI pursuant to HITECH § 13405(a), directly forward such request to Covered Entity within five (5) calendar days. Business Associate shall comply with those restrictions that Covered Entity performing the obligations set forth in the Underlying Contract(s), obtain and maintain a written agreement with such agent or subcontractor, pursuant to which such agent or subcontractor agrees to be bound by the same restrictions, terms and conditions that apply to Business Associate pursuant to this Agreement with respect to such PHI, including but not limited to the requirement that the agent or subcontractor implement reasonable and appropriate safeguards to protect any ePHI that is disclosed to it by Business Associate and that the agent or subcontractor report any Use or Disclosure of PHI in violation of this Agreement within a timeframe that permits Business Associate to comply with its reporting obligations under Sections 3.9 and 3.10 of this Agreement.

Make internal practices, policies, and procedures, books, agreements, and records relating to the Use or Disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary and Covered Entity, in a time and manner designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Regulations. Business Associate shall promptly notify Covered Entity of any Secretary request and provide copies of any materials provided to the Secretary by Business Associate.

Document such Disclosures of PHI and information related to such Disclosures as would be required by Covered Entity to respond to a request for an accounting of Disclosures to an Individual in accordance with 45 C.F.R. § 164.528 (including, without limitation, a disclosure permitted under 45 C.F.R. § 164.512). Following notice by Covered Entity to Business Associate that it has received a request for an accounting of Disclosures of PHI, Business Associate shall make available such information as is in Business Associate’s possession to Covered Entity within ten (10) calendar days. In the event the request for an accounting is delivered directly to Business Associate, Business Associate shall forward such request to Covered Entity within five (5) calendar days.

If, and to the extent that, Business Associate maintains a Designated Record Set of Covered Entity, within fifteen (15) calendar days of receipt of a request by Covered Entity for access to PHI about an Individual contained in the Designated Record Set, make available to Covered Entity such PHI in accordance with 45 C.F.R. § 164.524 for so long as Business Associate maintains such information in the Designated Record Set. In the event that any Individual requests access to PHI directly from Business Associate, Business Associate shall forward such request to Covered Entity within five (5) calendar days. Any denials of access to the PHI requested shall be the responsibility of Covered Entity.

If, and to the extent that, Business Associate maintains a Designated Record Set of Covered Entity, within fifteen (15) calendar days from the receipt of a request from Covered Entity for the amendment of an Individual's PHI contained in the Designated Record Set, provide such information to Covered Entity for amendment and incorporate any such amendments in the PHI maintained by Business Associate as required by 45 C.F.R. § 164.526 for so long as Business Associate maintains such information in the Designated Record Set. If Business Associate receives a request for amendment to PHI directly from an Individual, Business Associate shall directly forward such request to Covered Entity within five (5) calendar days.

If Business Associate receives a request directly from an Individual to restrict disclosures of PHI pursuant to HITECH § 13405(a), directly forward such request to Covered Entity within five (5) calendar days. Business Associate shall comply with those restrictions that Covered Entity may direct.

OBLIGATIONS OF COVERED ENTITY.

Covered Entity agrees to timely notify Business Associate, in writing, of any arrangements between Covered Entity and the Individual that is the subject of PHI that may impact in any manner the Use and/or Disclosure of that PHI by Business Associate under this Agreement.

Covered Entity shall notify Business Associate, in writing, of any limitation(s) in its notice of privacy practices in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect Business Associate's Use or Disclosure of PHI.

Covered Entity shall not request Business Associate to Use or Disclose PHI in any manner that would not be permissible under the Privacy Obligations if done by Covered Entity.

Covered Entity shall limit, to the extent practicable and except as permitted by 45 C.F.R. § 164.502(b)(2), its Use, Disclosure, and requests of PHI under the Agreement to a Limited Data Set or, if needed, to the minimum necessary PHI to accomplish the intended purpose of such Use, Disclosure or request.

TERMINATION.

Upon Covered Entity's knowledge of a material breach of the terms of this Agreement by Business Associate, Covered Entity may, at its discretion:

a. Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement (and any Underlying Contract(s)) if Business Associate does not cure the breach or end the violation within ten (10) days; or

b. Immediately terminate this Agreement (and any Underlying Contract(s)) if cure is not feasible.

In the event Covered Entity determines that Business Associate has committed a material breach of any term of this Agreement, Business Associate agrees that Covered Entity has a right to obtain injunctive relief to prevent further Use or Disclosure of PHI by Business Associate. In addition to injunctive relief, Covered Entity also shall have a right to pursue any other remedy provided by law or equity.

This Agreement shall automatically terminate with respect to any Underlying Contract(s) without any further action by the Parties when all of the PHI obtained from Covered Entity or created or obtained by Business Associate on behalf of Covered Entity in connection with that Underlying Contract is destroyed or returned to Covered Entity.

Notwithstanding anything herein to the contrary, this Agreement shall terminate when Business Associate has completed performance of the Underlying Contract(s), subject, however, to Sections 5.5 and 5.6 regarding the return and destruction of PHI.

Upon termination of the Underlying Contract(s), Business Associate shall either return or destroy, if feasible, any and all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity pursuant to that Underlying Contract that Business Associate still maintains in any form, and shall cause any subcontractors and agents to do the same. Upon termination of this Agreement, Business Associate shall either return or destroy, if feasible, any and all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form, and shall cause subcontractors and agents to do the same. For purposes of this Agreement, destruction shall include, without limitation, destroying all backup tapes and permanently deleting all ePHI, and shall utilize techniques that meet or exceed guidance from HHS. Business Associate, and its subcontractors and agents, shall not retain any copies of such PHI.

Within thirty (30) days from the date of termination or other expiration of this Agreement, an authorized representative of Business Associate shall certify in writing to Covered Entity that all PHI has been returned or destroyed as provided above and that Business Associate, and its subcontractors or agents, no longer retain any such PHI in any form. Notwithstanding the foregoing, to the extent that it is not feasible for Business Associate, or its agents or subcontractors, to return or destroy such PHI, Business Associate shall provide to Covered Entity a written statement that it is infeasible to return or destroy the PHI and describe the conditions that make return or destruction of the PHI infeasible. Upon mutual agreement by the Parties that return or destruction of the PHI is not feasible, Business Associate, and its agents and subcontractors, shall extend the protections of this Agreement to such PHI, and such PHI shall be Used or Disclosed solely for such purpose or purposes which prevented the return or destruction of such PHI, for so long as Business Associate maintains the PHI.

The obligations of Business Associate under Section 5 shall survive termination of this Agreement.

MISCELLANEOUS.

Audits, Inspection, and Enforcement. Upon reasonable notice, Covered Entity or its agents may inspect the facilities, systems, books, and records of Business Associate to monitor

compliance with this Agreement. The fact that Covered Entity inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems, and procedures does not relieve Business Associate of its responsibility to comply with this Agreement, nor does Covered Entity's (i) failure to detect or (ii) detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Agreement.

Subpoenas. Business Associate agrees to provide written notice to Covered Entity of any subpoena or other legal process seeking PHI received from or created on behalf of Covered Entity, or otherwise relating to Business Associate's services, duties and obligations under the Agreement. Such notice shall be provided within forty-eight (48) hours of Business Associate's receipt of such subpoena or legal process.

Notice. Any notice to Covered Entity required by this Agreement shall be sent via private courier service (*e.g.*, Federal Express, United Parcel Service) to:

Attn: Chief Compliance Officer NeoGenomics Laboratories, Inc. 9490
NeoGenomics Way
Fort Myers, FL 33912

Interpretation. In the event of a conflict between this Agreement and the Underlying Contract(s), this Agreement shall prevail to the extent necessary to allow the Covered Entity and Business Associate to comply with the Privacy Obligations. Except as supplemented and/or amended by this Agreement, the terms of the Underlying Contract(s) shall continue unchanged and shall apply with full force and effect to govern the matters addressed in the Underlying Contract(s).

Survival. Notwithstanding any other provision of this Agreement to the contrary, the terms of Sections 3, 5, and 6.11 of this Agreement shall survive termination of this Agreement and continue indefinitely solely with respect to PHI Business Associate retains in accordance with this Agreement.

Amendment. The Parties mutually agree to enter into good faith negotiations to amend this Agreement from time to time in order for Covered Entity or Business Associate to comply with the requirements of the Privacy Obligations, as they may be amended from time to time, and any implementing regulations thereto that may be promulgated or revised from time to time.

No Third Party Beneficiaries. Nothing in this Agreement shall confer upon any person other than the Parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

Independent Contractors. None of the provisions of this Agreement are intended to create, nor will be deemed to create, any relationship between the Parties other than that of independent contracting parties with each other solely for the purposes of affecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship.

Compliance with Law. Parties agree to comply with all applicable federal and State laws and regulations governing the confidentiality and security of PHI and individually identifiable information provided by Covered Entity to Business Associate as permitted or required by this Agreement.

Governing Law. This Agreement is governed by, and shall be construed in accordance with, applicable federal law and the internal laws of the State of Florida without regard to choice of law principles.

Indemnification. Business Associate agrees to indemnify, defend and hold harmless Covered Entity, and its respective owners, employees, directors, officers, subcontractors, agents or other members of its workforce, (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this Agreement or from any acts or omissions related to this Agreement, including, without limitation, losses related to a Breach of Unsecured PHI or breach of individually identifiable information, by Business Associate or its employees, directors, officers, subcontractors, agents or other members of its workforce. Accordingly, on demand, Business Associate shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results from Business Associate's acts or omissions hereunder. Business Associate's obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement.

Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

[Signatures Appear on the Following Page.]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf.

BUSINESS ASSOCIATE: *COVERED ENTITY:*

NEOGENOMICS LABORATORIES, INC.

By:/s/ Jeffrey Sherman By: /s/ Abhishek Jain Name: Jeffrey S. Sherman Name: Abhishek Jain

Title: Chief Financial Officer Advisor Title: Chief Financial Officer Date: April 14, 2026 Date: April 14, 2026

EXHIBIT D

Release

EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT (this "Agreement") is made and entered into as of December 5, 2022 by and between NeoGenomics, Inc. (the "Company") and Jeffrey S. Sherman (the "Executive").

WHEREAS, the Executive possesses certain experience and expertise that qualifies him to provide the direction and leadership required by the Company; and

WHEREAS, the Company desires to employ the Executive as Chief Financial Officer of the Company and the Executive wishes to accept such employment;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Company and the Executive agree as follows:

1. Position and Duties.

a. Effective as of December 7, 2022 (the "Commencement Date"), the Executive will be employed by the Company and NeoGenomics Laboratories, Inc., its primary operating subsidiary, on a full-time basis, as its Chief Financial Officer and, in such position, shall have such duties, responsibilities, and authority of a chief financial officer of a comparable company operating in the United States, including responsibility for finance, accounting, capital markets, treasury and tax. Executive will report directly to and be subject to the general supervision and direction of the Company's Chief Executive Officer ("CEO"). In addition, the Executive may be asked from time to time to serve in similar capacities for one or more of the Company's Affiliates or as a director or officer of one or more of the Company's Affiliates, each without further compensation. For purposes of this Agreement, "Affiliates" means all persons and entities directly or indirectly controlling, controlled by or under common control with the Company, where control may be by management authority, equity interest or otherwise.

b. The Executive agrees to perform the duties of his position and such other duties as may reasonably be assigned to the Executive from time to time. The Executive also agrees that, while employed by the Company, he will devote his full business time, best efforts, business judgment, skill and knowledge exclusively to the advancement of the business interests of the Company and its Affiliates and to the discharge of his duties and responsibilities for them; provided, however, that the Executive may, without advance approval, participate in charitable activities and passive personal activities and may serve as an outside board member of one (1) unrelated company that does not compete with the company, provided that such activities do not, individually or in the aggregate, interfere with the performance of the Executive's duties under this Agreement, are not in conflict with the business interests of the Company or any of its Affiliates, and do not violate the terms of the Restrictive Covenant Agreement.

c. The Executive agrees that, while employed by the Company, he will comply with all Company policies, practices and procedures and all codes of ethics or business conduct applicable to his or her position, as in effect from time to time.

d. The Executive's principal place of employment shall be Dallas, Texas. Notwithstanding the foregoing, the Executive acknowledges that the Executive's duties and responsibilities shall require the Executive to travel on business to fully perform the Executive's duties and responsibilities hereunder.

2. **Compensation and Benefits.** During the Executive's employment hereunder, as compensation for all services performed by the Executive for the Company and its Affiliates, the Company will provide the Executive the following compensation and benefits:

a. Base Salary. The Company will pay the Executive a base salary at the rate of not less than $525,000 per year, payable in accordance with the regular payroll practices of the Company and subject to adjustment from time to time by the Board of Directors of the Company (the "Board") or the Culture and Compensation Committee thereof (the "Compensation Committee") in its discretion (as adjusted, from time to time, the "Base Salary").

b. Bonus Compensation. For each fiscal year completed during the Executive's employment under this Agreement, the Executive will be eligible to earn an annual bonus. The Executive's target bonus will be 70% of the Base Salary (the "Target Bonus"), subject to adjustment from time to time by the Board or the Compensation Committee, with the actual amount of any such bonus to be determined by the Board or the Compensation Committee in its discretion, based on the Executive's performance and/or the Company's performance against goals established by the Board or the Compensation Committee. In order to receive any annual bonus hereunder, the Executive must be employed on the last day of the fiscal year to which the annual bonus relates, except that, if the Executive's employment is terminated by the Company for Cause following the end of the fiscal year to which such annual bonus relates and before such bonus is paid to the Executive, the Executive shall not be entitled to any payment hereunder. Any annual bonus, to the extent earned, shall be paid not later than March 15th of the year following the year to which such bonus relates.

c. Cash Sign-On Award. Within thirty (30) days following the Commencement Date, the Company shall pay the Executive a cash sign-on bonus of $250,000 (the "Sign-On Bonus"). In the event the Company terminates the Executive's employment for Cause (as defined below) or the Executive resigns without Good Reason (as defined below), in each case, within the one-year period following the Commencement Date, the Executive shall, within thirty (30) days following the date of such termination of employment, repay to the Company the gross amount of the Sign-On Bonus. Sign On Equity Awards. Subject to approval by the Board or the Compensation Committee, following Commencement Date, as a material inducement for the Executive to commence employment with the Company and in accordance with Nasdaq Listing Rule 5635(c)(4), the Executive will receive an equity grant (the "Initial Grant") with an aggregate target value equal to approximately $3,000,000, with approximately one-half (1/2) inducement award Initial Grant to be in the form of restricted stock (the "Inducement Restricted Stock") and the remaining portion of the Initial Grant to be in the form of stock options (the "Inducement Stock Options"), in each case as determined by the Board or the Compensation Committee in accordance with customary practice. One-third of the Inducement Restricted Stock (i.e., restricted stock (30) days following the date of such termination of employment, repay to the Company the gross amount of the Sign-On Bonus.

a. Sign On Equity Awards. Subject to approval by the Board or the Compensation Committee, following Commencement Date, as a material inducement for the Executive to commence

employment with the Company and in accordance with Nasdaq Listing Rule 5635(c)(4), the Executive will receive an equity grant (the "Initial Grant") with an aggregate target value equal to approximately $3,000,000, with approximately one-half (1/2) inducement award Initial Grant to be in the form of restricted stock (the "Inducement Restricted Stock") and the remaining portion of the Initial Grant to be in the form of stock options (the "Inducement Stock Options"), in each case as determined by the Board or the Compensation Committee in accordance with customary practice. One-third of the Inducement Restricted Stock (i.e., restricted stock having a target value equal to approximately $500,000) will be subject to time-based vesting and will vest ratably on an annual basis over a period of four (4) years from the date of grant and two-thirds of the Inducement Restricted Stock (i.e., restricted stock having a target value equal to approximately $1,000,000) will be subject to the same time-based vesting schedule (to the extent earned based on performance) and will also be subject to performance-based vesting based on an increase in the Company's absolute total stockholder return of at least twenty (20) percent during the twelve (12)-month period that immediately follows the Commencement Date, as determined by the Board or the Compensation Committee and in all cases subject to the Executive's continued employment. The Inducement Stock Options will be subject to time-based vesting and will vest ratably on an annual basis over a period of four (4) years from the date of grant, subject to the Executive's continued employment. The Inducement Restricted Stock and the Inducement Stock Options will be subject to the terms of an award agreement evidencing such award and the plan (if any) under which they are granted. In the event of a conflict between the terms of this subsection and the terms of any award agreements or plan (if any), the agreements or plan (if any) shall control.

b. Annual Equity Awards. Beginning in 2023, the Executive shall be eligible, on an annual basis and subject to approval by the Board or the Compensation Committee, to be considered for an additional equity-based award or awards in recognition of the prior year's performance with a target value of $2,000,000 (each, an "Annual Grant"). The actual value of any Annual Grants (if any) shall be determined based on Company and Executive performance, as approved by the Board or the Compensation Committee, with the terms and conditions of any such Annual Grants also determined by the Board or the Compensation Committee.

c. Participation in Employee Benefit Plans. The Executive will be entitled to participate in all employee benefit plans from time to time in effect for employees of the Company generally, except to the extent such plans are duplicative of benefits otherwise provided to the Executive under this Agreement (e.g., a severance pay plan). The Executive's participation will be subject to the terms of the applicable plan documents and generally applicable Company policies, as the same may be in effect from time to time, and any other restrictions or limitations imposed by law.

d. Vacations. The Executive will be entitled to vacation and/or paid time-off in accordance with the policies of the Company, as in effect from time to time.

e. Business Expenses. The Company will pay or reimburse the Executive for all reasonable business expenses incurred or paid by the Executive in the performance of his or her duties and responsibilities for the Company, subject to any maximum annual limit and other restrictions on such expenses set by the Company from time to time and to such reasonable substantiation and documentation as may be specified by the Company from time to time. Further, the Company will provide the Executive with a mobile phone and home internet allowance in the aggregate amount of $250 per month. The Executive's right to payment or reimbursement under this Agreement shall be subject to the following additional rules: (i) the amount of expenses eligible for payment or

reimbursement during any calendar year shall not affect the expenses eligible for payment or reimbursement in any other calendar year, (ii) payment or reimbursement shall be made not later than December 31 of the calendar year following the calendar year in which the expense or payment was incurred and (iii) the right to payment or reimbursement shall not be subject to liquidation or exchange for any other benefit. the expense or payment was incurred and (iii) the right to payment or reimbursement shall not be subject to liquidation or exchange for any other benefit.

3. **Confidentiality, Non-Solicitation and Non-Compete Agreement.** The Executive agrees to the terms of the Confidentiality, Non-Solicitation and Non-Compete Agreement (the "Restrictive Covenant Agreement") attached hereto as Addendum A and has signed the Restrictive Covenant Agreement. The Restrictive Covenant Agreement is hereby incorporated into and made a part of this Agreement. The Executive acknowledges and agrees that the provision of employment under this Agreement, the compensation provided under this Agreement and the execution by the Company of this Agreement constitute full, adequate and sufficient consideration to the Executive for the Executive's duties, obligations and covenants under this Agreement and under the Restrictive Covenant Agreement.

4. **Termination of Employment.** The Executive's employment under this Agreement shall continue until terminated pursuant to this Section 4.

a. By the Company For Cause. The Company may terminate the Executive's employment for Cause upon notice to the Executive setting forth in reasonable detail the nature of the Cause. For purposes of this Agreement, "Cause" shall mean the occurrence of any of the following, as determined by the Company in its reasonable judgment: (i) failure to materially perform and discharge the duties and responsibilities of the Executive under this Agreement after receiving written notice and allowing the Executive ten (10) business days to cure such failure, if so curable, provided, however, that after one such notice has been given to the Executive and the ten (10) business day cure period has lapsed, the Company is no longer required to provide time to cure subsequent failures under this provision; (ii) any breach by the Executive of a material provision of this Agreement or any provision of the Restrictive Covenant Agreement; (iii) misconduct which, in the good faith opinion and sole discretion of the Board, is injurious to the Company; (iv) commission or indictment of a felony involving the personal dishonesty or moral turpitude of the Executive; or a determination by the Board, after consideration of all available information, that the Executive has knowingly violated Company policies or procedures involving discrimination, harassment, work place violence, or other policies or procedures; (v) engagement in illegal drug use or alcohol abuse which prevents the Executive from performing his or her duties in any manner; (vi) any misappropriation, embezzlement or conversion of the Company's opportunities or property by the Executive; or (vii) willful misconduct, recklessness or gross negligence by the Executive in respect of the duties or obligations of the Executive under this Agreement and/or Restrictive Covenant Agreement. Any termination for Cause pursuant to this Section shall be given to the Executive in writing and shall set forth in detail all acts or omissions upon which the Company is relying to terminate the Executive for Cause.

b. By the Company Without Cause. The Company may terminate the Executive's employment at any time other than for Cause to the Executive.

c. By the Executive for Good Reason. The Executive may terminate his employment for Good Reason, provided that (i) the Executive provides written notice to the Company, setting forth in reasonable detail the nature of the condition giving rise to Good Reason, within sixty (60) days of the initial existence of such condition, (ii) the condition remains uncured by the Company for a period of

thirty (30) days following such notice and (iii) the Executive terminates his employment, if at all, not later than thirty (30) days after the expiration of such cure period. For purposes of this Agreement, "Good Reason" shall mean the occurrence of any of the following without the Executive's consent: (i) a material diminution in the Executive's Base Salary; (ii) a material diminution in the Executive's title, authority, duties, or responsibilities; (iii) a change of more than fifty (50) miles in the geographic location which the Executive must perform services; (iv) any breach by Company of a material provision of this Agreement.; or (v) any requirement Executive report to someone other than the CEO.

d. By the Executive Without Good Reason. The Executive may terminate his employment without Good Reason at any time upon sixty (60) days' notice to the Company. The Company may elect to waive such notice period or any portion thereof.

e. Death and Disability. The Executive's employment hereunder shall automatically terminate in the event of the Executive's death during employment. The Company may terminate the Executive's employment, upon notice to the Executive, in the event that the Executive becomes disabled during his employment hereunder through any illness, injury, accident or condition of either a physical or psychological nature and, as a result, is unable to perform substantially all of his or her duties and responsibilities hereunder (notwithstanding the provision of any reasonable accommodation) for a period of ninety (90) days during any period of three hundred sixty-five (365) consecutive days. If any question shall arise as to whether the Executive is disabled to the extent that he is unable to perform substantially all of his duties and responsibilities for the Company and its Affiliates, the Executive shall, at the Company's request, submit to a medical examination by a physician selected by the Company and Executive to whom the Executive or the Executive's guardian, if any, has no reasonable objection to determine whether the Executive is so disabled, and such determination shall for purposes of this Agreement be conclusive of the issue. If such a question arises and the Executive fails to submit to the requested medical examination, the Company's good faith, reasonable determination of the issue shall be binding on the Executive.

5. **Other Matters Related to Termination.**

a. Final Compensation. In the event of termination of the Executive's employment with the Company, howsoever occurring (except as provided in subclause (iv) below), the Company shall pay the Executive (i) the Base Salary for the final payroll period of his or her employment, through the date his or her employment terminates; (ii) reimbursement, in accordance with Section 2(h) hereof, for business expenses incurred by the Executive but not yet paid to the Executive as of the date his or her employment terminates, provided that the Executive submits all expenses and supporting documentation required within sixty (60) days of the date his or her employment terminates, and provided further that such expenses are reimbursable under Company policies then in effect; and (iii) other than in the case of a termination by the Company for Cause, with respect to any termination that occurs after December 31st of a year and prior to the time that annual bonuses are paid to employees with respect to such year, any annual bonus earned for the fiscal year prior to the fiscal year in which such termination occurs, which shall be payable at the same time as annual bonuses are paid to active employees of the Company (all of the foregoing, "Final Compensation"). Except as otherwise provided in Section 5(a)(iii), Final Compensation will be paid to the Executive within thirty (30) days following the date of termination or such shorter period required by law.

b. Severance Payments (Other than Terminations Occurring During the Change in Control Period). In the event of a termination of the Executive's employment pursuant to Section 4(b) or

Section 4(c) above, other than any such termination occurring during the Change in Control Period (as defined below), the Company will pay and/or provide to the Executive, in addition to Final Compensation, the following severance payments and/or benefits, (i) an amount equal to one (1) times the Base Salary (the "Base Severance"); (ii) an amount equal to one (1) times the Target Bonus (the "Bonus Severance"); (iii) provided that the Executive timely elects to continue his coverage and that of any eligible dependents in the Company's group health plans under the federal law known as "COBRA" or similar state law, a monthly amount equal to one hundred percent (100%) of monthly COBRA premiums, together with the two percent (2%) administration fee, until the earliest of (x) the date that is twelve (12) months following the date that the Executive's employment terminates, (y) the date that the Executive and the Executive's eligible dependents cease to be eligible for such COBRA coverage under applicable law or plan terms and (z) the date on which the Executive obtains health coverage from another employer (the "Health Continuation Benefits"); and (iv) with respect to any outstanding Company equity-based award the vesting of which is based solely on continued employment or service with the Company (each such award, a "Time-Based Equity Award"), accelerated vesting of the portion of each Time-Based Equity Award that would have vested by its terms in the twelve (12)-month period following the date the Executive's employment terminates had the Executive remained continuously employed.

c. Severance Payments (Terminations Occurring During the Change in Control Period). In the event of a termination of the Executive's employment pursuant to Section 4(b) or 4(c) above occurring during the twenty-four (24)-month period that follows or the three (3)-month period that precedes a Change in Control (such period, the "Change in Control Period"), in lieu of the payments and benefits set forth in Section 5(b) above, the Company will pay and/or provide to the Executive, in addition to the Final Compensation, (i) an amount equal to two (2) times the Base Salary (the "Enhanced Base Severance"); (ii) the "Bonus Severance; (iii) the Health Continuation Benefits; and (iv) the vesting of all outstanding unvested Time-Based Equity Awards will accelerate in full as of immediately prior to the date the Executive's employment terminates or, in the case of termination during the three (3)-month period that precedes a Change in Control, upon such Change in Control, and all outstanding options to purchase common stock of the Company will remain exercisable for one year following such termination (or, if earlier, the end of the term of such option award). In the event the Executive's employment terminates pursuant to Section 4(b) or 4(c) above during the three (3)-month period that precedes a Change in Control and the Executive receives payments and/or benefits under Section 5(b) above (the "Pre-Change in Control Severance Benefits"), any payments and/or benefits owed to the Executive under Section 5(c)(i) through 5(c)(iii) shall be reduced by the Pre-Change in Control Severance Benefits. In no event shall there be a duplication of payments and/or benefits under Section 5(b) and Section 5(c) of this Agreement. For purposes of this Agreement, "Change in Control" means the occurrence of any of the following events: (i) any "person" or "group" (as defined in Section 13(d) and 14(d) of the Securities and Exchange Act of 1934, as amended (the "Exchange Act")) together with their affiliates become the ultimate "beneficial owner" (as defined in Rule 13d-3 of the Exchange Act) of voting stock of the Company representing more than fifty percent (50%) of the voting power of the total voting stock of the Company; (ii) the consummation of a merger or consolidation of the Company with any other corporation or entity regardless of which entity is the survivor, other than a merger or a consolidation which would result in the voting stock of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or being converted into voting securities of the surviving entity or the parent thereof) at least fifty percent (50%) of the combined voting power of the voting securities of the Company or such surviving entity or the parent thereof, outstanding immediately after such merger or consolidation; (iii) the stockholders of the Company approve a plan of

complete liquidation or winding up of the Company or an agreement for the sale or disposition by the Company of all or substantially all of the Company's assets; or (iv) during any period of two (2) consecutive years, individuals who at the beginning of such period constitute the Board, and any new member of the Board (other than a member of the Board designated by a person who has entered into an agreement with the Company to effect a transaction described in subsections (i), (ii) or (iii) of this definition) whose election by the Company's shareholders was approved by a vote of at least two-thirds (2/3) of the members of the Board at the beginning of the period or whose election or nomination for election was previously so approved, cease for any reason to constitute at least a majority thereof. To the extent required to comply with Section 409A (as defined below), a "Change in Control" must also meet the requirements of a "change in control event", within the meaning of Treas. Reg. § 1.409A-3(i)(5).

d. Conditions To And Timing Of Severance Payments. Any obligation of the Company to provide the Executive the payments and benefits set forth in Section 5(b) or 5(c) above is conditioned on him signing and returning, without revoking, to the Company a timely and effective separation agreement containing a general release of claims and other customary terms in the form provided to the Executive by the Company at the time that the Executive's employment terminates (the "Separation Agreement"). The Separation Agreement must become effective, if at all, by the sixtieth (60th) calendar day following the date the Executive's employment terminates. Any Base Severance or Enhanced Base Severance to which the Executive is entitled will be payable in the form of salary continuation over the twelve (12)-month period following the date that the Executive's employment terminates in accordance with the normal payroll practices of the Company. The first such payment will be made on the Company's next regular payday following the expiration of sixty (60) calendar days from the date that the Executive's employment terminates but will be retroactive to the day following such date of termination. The Bonus Severance will be payable in a lump sum payment on the Company's next payday following the expiration of sixty (60) calendar days from the date that the Executive's employment terminates. The Health Continuation Payments shall be made on a monthly basis, commencing on the date following the expiration of sixty (60) calendar days from the date that the Executive's employment terminates, and any accelerated vesting of the Time-Based Equity Awards shall become effective as of the date that the Separation Agreement becomes effective in accordance with its terms.

e. Benefits Termination. Except for any right the Executive may have under the federal law known as "COBRA" or other applicable law to continue participation in the Company's group health and dental plans at his cost, the Executive's participation in all employee benefit plans shall terminate in accordance with the terms of the applicable benefit plans based on the date of termination of his or her employment, without regard to any continuation of the Base Salary or other payment to the Executive following termination of his employment, and, to the extent applicable, the Executive shall not be eligible to earn vacation or other paid time off following the termination of his employment.

f. Survival. Provisions of this Agreement shall survive any termination of employment if so provided in this Agreement or if necessary or desirable to accomplish the purposes of other surviving provisions, including without limitation the Executive's obligations under the Restrictive Covenant Agreement. The obligation of the Company to make payments to the Executive under Section 5(b) or 5(c) above, and the Executive's right to retain the same, are expressly conditioned upon his continued full performance of his obligations under the Restrictive Covenant Agreement. Upon termination by either the Executive or the Company, all rights, duties and obligations of the Executive

and the Company to each other shall cease, except as otherwise expressly provided in this Agreement or the Restrictive Covenant Agreement.

6. **Timing of Payments and Section 409A.**

a. Notwithstanding anything to the contrary in this Agreement, if at the time the Executive's employment terminates, the Executive is a "specified employee," as defined below, any and all amounts payable under this Agreement on account of such separation from service that would (but for this provision) be payable within six (6) months following the date of termination, shall instead be paid on the next business day following the expiration of such six (6)-month period or, if earlier, upon the Executive's death; except (A) to the extent of amounts that do not constitute a deferral of compensation within the meaning of Treasury regulation Section 1.409A-1(b) (including without limitation by reason of the safe harbor set forth in Section 1.409A-1(b)(9)(iii), as determined by the Company in its reasonable good faith discretion); (B) benefits which qualify as excepted welfare benefits pursuant to Treasury regulation Section 1.409A-1(a)(5); or (C) other amounts or benefits that are not subject to the requirements of Section 409A of the Internal Revenue Code of 1986, as amended ("Section 409A").

b. For purposes of this Agreement, all references to "termination of employment" and correlative phrases shall, to the extent required to comply with Section 409A, be construed to require a "separation from service" (as defined in Section 1.409A-1(h) of the Treasury regulations after giving effect to the presumptions contained therein), and the term "specified employee" means an individual determined by the Company to be a specified employee under Treasury regulation Section 1.409A-1(i).

c. Each payment made under this Agreement shall be treated as a separate payment and the right to a series of installment payments under this Agreement is to be treated as a right to a series of separate payments.

d. In no event shall the Company or any Affiliate have any liability relating to the failure or alleged failure of any payment or benefit under this Agreement to comply with, or be exempt from, the requirements of Section 409A.

7. **Representations of the Executive.** The Executive represents and warrants to the Company that (a) nothing in his past legal and/or work and/or personal experiences, which if became broadly known in the marketplace, would impair his or her ability to serve as the Chief Financial Officer of a publicly-traded company or materially damage his or her credibility with public shareholders; (b) the Executive has not been convicted of any criminal offense related to health care, or been debarred, sanctioned, excluded or otherwise made ineligible for participation in a federal or state health care program by any federal or state agency; (c) there are no restrictions, agreements, or understandings whatsoever to which the Executive is a party which would prevent or make unlawful his execution of this Agreement or employment hereunder; (d) the Executive's execution of this Agreement and his employment hereunder shall not constitute a breach of any contract, agreement or understanding, oral or written, to which Executive is a party or by which the Executive is bound; (e) the Executive is free and able to execute this Agreement and to continue employment with the Company; and (f) the Executive has not used and will not use confidential information or trade secrets belonging to any prior employers to perform services for the Company.

Compliance Agreements. The Executive agrees to provide services to the Company in compliance with all applicable federal and state laws and regulations, as well as all compliance guidance published by federal or state agencies, including, without limitation, the Medicare and Medicaid anti-kickback law, the Stark self-referral prohibition, and compliance guidance published by the Office of the Inspector General of the Department of Health and Human Service, and to assist the Company in remaining educated and in compliance with respect to such laws and regulations and compliance guidance. The Executive acknowledges that he understands these requirements and shall remain educated and informed regarding the applicable federal and state laws and regulations, as well as all compliance guidance published by federal or state agencies. In the event that the Executive knows or suspects that any activities of the Company or any personnel or contractor of the Company, or any client of the Company implicates any such requirements or guidance, the Executive agrees that he will immediately inform the Company and cooperate fully with the Company to investigate and address any compliance issues arising as a result of such known or suspected activities. The Executive further understands and acknowledges that compliance with this paragraph shall be a condition of employment.

9. **Withholding.** All payments made by the Company under this Agreement shall be reduced by any tax or other amounts required to be withheld by the Company to the extent required by applicable law.

10. **Section 280G.** If any payment or benefit that the Executive may receive, whether or not payable or provided under this Agreement (a "Payment"), would (i) constitute a "parachute payment" within the meaning of Section 280G of the Internal Revenue Code of 1986, as amended (the "Code"), and (ii) but for this sentence, be subject to the excise tax imposed by Section 4999 of the Code (the "Excise Tax"), then such Payment shall be reduced to the Reduced Amount. The "Reduced Amount" shall be either (A) the largest portion of the Payment that would result in no portion of the Payment being subject to the Excise Tax or (B) the largest portion, up to and including the total amount, of the Payment, whichever of the amounts determined under (A) and (B), after taking into account all applicable federal, state and local employment taxes, income taxes, and the Excise Tax (all computed at the highest applicable marginal rate), results in the Executive's receipt, on an after-tax basis, of the greater amount of the Payment notwithstanding that all or some portion of the Payment may be subject to the Excise Tax. If a reduction in payments or benefits constituting "parachute payments" is necessary so that the Payment equals the Reduced Amount, reduction shall occur in the following order: reduction of cash payments; reduction of employee benefits; and cancellation of accelerated vesting of outstanding equity awards. In the event that acceleration of vesting of outstanding equity awards is to be reduced, such acceleration of vesting shall be undertaken in the reverse order of the date of grant of the Executive's outstanding equity awards. All calculations and determinations made pursuant this Section 10 will be made by an independent accounting or consulting firm or independent tax counsel appointed by the Company (the "Tax Counsel") whose determinations shall be conclusive and binding on the Company and the Executive for all purposes. For purposes of making the calculations and determinations required by this Section 10, the Tax Counsel may rely on reasonable, good faith assumptions and approximations concerning the application of Section 280G of the Code and Section 4999 of the Code. The Company shall bear all costs the Tax Counsel may reasonably incur in connection with its services.

11. **Assignment.** Neither the Executive nor the Company may make any assignment of this Agreement or any interest in it, by operation of law or otherwise, without the prior written consent of the other; provided, however, the Company may assign its rights and obligations under this Agreement without the Executive's consent to one of its Affiliates or to any person with whom the Company shall

hereafter effect a reorganization, consolidate or merge, or to whom the Company shall hereafter transfer all or substantially all of its properties or assets. This Agreement shall inure to the benefit of and be binding upon the Executive and the Company, and each of their respective successors, executors, administrators, heirs and permitted assign

12. **Severability.** If any portion or provision of this Agreement shall to any extent be declared illegal or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

13. **Miscellaneous.** This Agreement sets forth the entire agreement between the Executive and the Company, and replaces all prior and contemporaneous communications, agreements and understandings, written or oral, with respect to the terms and conditions of the Executive's employment. In the event of a conflict between the terms of this Agreement and the terms of any equity award agreement as it relates to the treatment of equity awards held by the Executive on a termination of the Executive's employment, the terms of this Agreement shall control and shall supersede the terms of any such equity award agreement. This Agreement may not be modified or amended, and no breach shall be deemed to be waived, unless agreed to in writing by the Executive and an expressly authorized representative of the Company. The headings and captions in this Agreement are for convenience only and in no way define or describe the scope or content of any provision of this Agreement. This Agreement may be executed in two or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument. This is a State of Florida contract and shall be governed and construed in accordance with the laws of the State of Florida, without regard to any conflict of laws principles that would result in the application of the laws of any other jurisdiction. The Executive consents to personal jurisdiction and venue of the Circuit Court in and for Lee County, Florida regarding any action arising under the terms of this Agreement and any and all other disputes between the Executive and the Company and its Affiliates.

14. **Arbitration.** Except as provided in the Restrictive Covenant Agreement, any and all controversies and disputes between the Executive and the Company arising from this Agreement or regarding any matter whatsoever shall be submitted to arbitration before a single unbiased arbitrator skilled in arbitrating such disputes under the American Arbitration Association ("AAA"), utilizing its Employment Arbitration Rules and Mediation Procedures. Any arbitration action brought pursuant to this Section 14 shall be heard in Fort Myers, Lee County, Florida. The parties agree the final hearing for any arbitration shall commence within ninety (90) days after the arbitrator is appointed by the AAA.

15. **Notices.** Any notices provided for in this Agreement shall be in writing and shall be effective when (i) emailed, (ii) delivered in person, (iii) or deposited in the United States mail, postage prepaid return receipt requested, and addressed to the Executive at his last known address on the books of the Company or, in the case of the Company, to it at its principal place of business, attention of the CEO or Chairman of the Board or to such other address as either party may specify by notice to the other party.

IN WITNESS WHEREOF, this Agreement has been executed by the Company, by its duly authorized representative, and by the Executive, as of the date first above written.

THE EXECUTIVE: THE COMPANY:

/s/ Jeffrey S. Sherman By: /s/ Chris Smith

Jeffrey S. Sherman Name: Chris Smith

Title: Chief Executive Officer

EXHIBIT E

Confidentiality, Non-solicitation and Non-compete Agreement

NEOGENOMICS NON-COMPETITION, NON-SOLICITATION, AND NON-DISCLOSURE AGREEMENT

THIS NON-COMPETITION, NON-SOLICITATION, AND NON-DISCLOSURE AGREEMENT (the "**Agreement**") is made and entered into as of December 7, 2022, by and between Jeffrey S. Sherman (the "**Employee**") and NeoGenomics Laboratories, Inc., a Florida Corporation, as defined below ("**NeoGenomics**"). Hereinafter, each of the Employee or NeoGenomics may be referred to individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

WHEREAS, Jeffrey S. Sherman and NeoGenomics, Inc. have entered into an employment agreement, dated December 7, 2022, that outlines the employment relationship between NeoGenomics and Employee (the "**Employment Agreement**"); and

WHEREAS, pursuant to the Employment Agreement, Employee agrees to enter into this Agreement; and

WHEREAS, Employee acknowledges that the terms of the Employment Agreement, including, without limitation, Employee's employment, base salary, fringe benefits, and stock options, if applicable, as well as Employee's being granted access to the good will, trade secrets and other Confidential Information (as defined below) of NeoGenomics, are sufficient consideration to Employee for the entry into this Agreement, along with other good and valuable consideration such as decisions to promote Employee in the future or provide additional compensation opportunities and other things of value described herein; and

WHEREAS, NeoGenomics, a company that specializes in cancer diagnostic testing and information services, owns and operates a network of College of American Pathology ("**CAP**") accredited clinical laboratories that focus on the delivery of genetics and molecular testing services for solid tumor and hematopoietic cancers, including, validation laboratory services and informatics, cytogenetics, flow cytometry, fluorescence *in-situ* hybridization ("**FISH**"), immunohistochemistry ("**IHC**"), molecular assays, next-generation sequencing ("**NGS**"), liquid biopsy, morphology, and MultiOmyx™ NEO's proprietary, multi-omics multiplexing methodology to hematologists, oncologists, pathologists, hospital systems, academic centers and pharmaceutical companies throughout the United States and internationally (collectively, the "**Business**"); and

WHEREAS, in employing Employee, NeoGenomics will invest in its Business and in providing Employee with specialized training about its Business, introducing and facilitating relationships connected to its Business and in sharing Confidential Information, including trade secrets, about its Business; and

WHEREAS, NeoGenomics has developed and will develop relationships with customers, prospective customers, vendors and suppliers related to, connected to, arising out of its Business as well as a reputation in the Business industry, which are and will become of great importance and value to NeoGenomics in connection with the Business, and the loss of or injury to the Business will result in substantial and irreparable damage to NeoGenomics; and

WHEREAS, in the course of Employee's employment by NeoGenomics, Employee shall receive, be taught or otherwise have access to items and information associated with NeoGenomics, such as business and strategic plans, financial records, customer information, vendor information, supplier information, inventions, programs, formulas, trade secrets, techniques, processes, sales and marketing information, pricing information, and other information which is confidential and proprietary; and

WHEREAS, NeoGenomics has acquired and/or developed certain trade secrets and Confidential Information, as more fully described below, and has expended significant time and expense in acquiring or developing its trade secret or Confidential Information; and expends significant time and expense on an ongoing basis in supporting and training its employees, including Employee; and

WHEREAS, as a condition of employment or continued employment, Employee agrees to comply fully with the terms of this Agreement and all policies and procedures in effect for employees, including but not limited to, all terms and conditions set forth in any NeoGenomics handbook in effect from time to time, any code of conduct, any restrictive covenant policies and any other memoranda and communications applicable to Employee pertaining to NeoGenomics' policies and procedures, and further agrees that the following restrictions on the Employee's activities during and after his or her employment are reasonable and necessary to protect the legitimate interests of NeoGenomics; and

WHEREAS, the Parties hereto are entering into this Agreement as a condition precedent to the employment and/or continued employment of Employee with NeoGenomics.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, and intending to be legally bound hereby, NeoGenomics and Employee do hereby agree as follows:

AGREEMENT

1. **Adoption of Recitals**. Employee adopts the above recitals as being true and correct.

2. **Definitions.**

(a) The term "**Business Partner**" shall mean any customer, vendor, supplier or other business partner of NeoGenomics who has conducted business with NeoGenomics or entered into any contract for services with NeoGenomics within the one (1) year period immediately preceding the activity restricted by Section 6 of this Agreement.

(b) For purposes of this Agreement, the term "**Confidential Information**" shall mean any and all information of NeoGenomics that is not generally available to the public, including (i) any information regarding customer lists and prospective customer lists; specific information on customers and prospective customers (including information on preferences, credit information, and pricing); customer contracts; other corporate contracts; marketing strategies, programs, plans and methods; promotional programs, plans, and methods; pricing policies, product strategies and methods of operation and other business methods; expansion plans, including existing and entry into new geographic and/or product markets; business policies and strategies; business forecasts, financial data, costs, sales and revenue reports, and any analyses

not publicly disclosed; confidential information about employees, officers, directors and other representatives of NeoGenomics; other information which enables NeoGenomics to compete successfully; terms and conditions under which NeoGenomics deals with vendors and suppliers or prospective vendors or suppliers; Personal Information and Protected Health Information; NeoGenomics' billing rates, pricing lists (including item and customer specific pricing information); facilities information, designs, trademarks, graphics, insignia, fascia, slogans, drawings, or other commercial symbols; trade secrets; license agreements; proprietary sales and utilization methods and techniques; proprietary compositions, ideas and improvements; pricing methods and strategies; computer programs, computer systems, computer data, system documentation, special hardware, product hardware, related software development and computer software design and/or improvements, computer disks or other computer storage medium, data, models or any other photographic or other tangible materials; market feasibility studies; documentation, marketing, and business needs of customers, potential and/or vendors; inventions; future NeoGenomics business plans; project files; design systems; information on current and potential vendors including, but not limited to, their identity, pricing, and purchasing information not generally known; correspondence, letters, notes, notebooks, reports, flowcharts, proposals, processes, spreadsheets, memoranda, files; and/or all other confidential or proprietary information belonging to NeoGenomics or relating to NeoGenomics' business and/or affairs; (ii) any information that is of value or significance to NeoGenomics that derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, including information not generally known to the competitors of NeoGenomics nor intended by NeoGenomics for general dissemination; and (iii) any information received by NeoGenomics from any Person with any understanding, express or implied, that it will not be disclosed. Confidential Information shall not include any information that enters the public domain, other than as a result of unauthorized disclosure by Employee or otherwise through a breach of Employee's obligations under this Agreement.

(c) The phrase "**directly or indirectly**" shall include Employee either on Employee's own account, or as a partner, owner, promoter, joint venturer, employee, agent, consultant, advisor, manager, Employee, independent contractor, officer, director, stockholder, or otherwise, of an entity.

(d) The term "**NeoGenomics**" shall mean one, all, or a combination of the following: NeoGenomics Laboratories, Inc., NeoGenomics Bioinformatics, Inc., NeoGenomics Foundation, Inc., Genesis Acquisition Holdings Corp., Genoptix, Inc., Minuet Diagnostics, Inc., Cynogen, Inc., Clarient, Inc., Clarient Diagnostic Services, Inc., Trapelo Health, LLC, NeoGenomics Europe, SA, NeoGenomics Singapore, Pte. Ltd., Suzhou NeoGenomics Pharmaceutical Research Co., Limited, and all related companies, including, but not limited to, predecessors, successors, direct and indirect parent companies, direct and indirect subsidiary companies, companies under common control with any of the foregoing, insurers, affiliates and assigns, and their past, present, and future officers, directors, shareholders, interest holders, members, partners, attorneys, agents, employees, managers, representatives, assigns, and successors in interest. Employee acknowledges that the related companies, as expressly identified herein, are third party beneficiaries of this Agreement.

(e) The term **"Person"** shall mean any individual, corporation, association, partnership (general or limited), joint venture, trust, estate, limited liability company, or other legal entity or organization, other than NeoGenomics.

(f) The term **"Personal Information"** shall mean information that identifies or is reasonably capable of being associated with an individual including: (i) an individual's first name or first initial and last name in combination with any of the following data elements for that individual: social security number, tax I.D. number, driver's license number, passport number, military identification number, or any other similar number issued on a government document used to verify an individual's identity; financial information including any financial account number or credit or debit card number; any information regarding an individual's medical history, mental or physical condition, medical treatment or diagnosis or any other related healthcare information; health insurance information including an insurance policy number or subscriber identification number or any other unique identifier used by a health insurer to identify an individual; and/or (ii) a username or email address in combination with a password or security question and answer that would permit access to an online account.

(g) The term "**Prospective Business Partner**" shall mean any prospective Business Partner (including any Person who has evidenced an intention to conduct business with NeoGenomics or evidenced an intention to enter into any contract for services with NeoGenomics) whose business has been solicited on behalf of NeoGenomics by any officer, employee, or agent of NeoGenomics within the one (1) year period immediately preceding the activity restricted by Section 6 of this Agreement, other than by form offer letter, blanket mailing or published advertisement.

(h) The term **"Protected Health Information"** shall mean information that is created, received, or maintained by NeoGenomics related to an individual's health care (or payment related to health care) that directly or indirectly identifies the individual.

(i) The term "**Restricted Area**" shall include any geographical location anywhere in the world where Employee has been assigned to perform and/or has performed services on behalf of NeoGenomics during Employee's employment with NeoGenomics and where NeoGenomics either (a) is engaged in business, and/or (b) is actively planning to engage in business, in each case, during Employee's employment or, with respect to the portion of the Restricted Period that follows the termination of Employee's employment, at the time Employee's employment terminates. For avoidance of doubt, Employee acknowledges that, among other places, NeoGenomics operates CAP accredited and CLIA certified laboratories or otherwise has business operations in Florida; California; Texas; Georgia; Tennessee; Arizona; Massachusetts; North Carolina; China; Switzerland; and Singapore.

(j) The term "**Restricted Business**" shall mean any business that competes with the Business of NeoGenomics, as such business now exists (and is defined above in the Recitals) or may exist at the time of the termination of Employee's employment with NeoGenomics for whatever reason. For the avoidance of doubt, Employee acknowledges that Business of NeoGenomics includes but is not limited to providing specialized products and services to pathologists, oncologists, academic centers, hospital systems, pharmaceutical firms, integrated service delivery networks, and managed care organizations throughout the United States, and pharmaceutical firms in Europe and Asia.

(k) The term "**Restricted Period**" shall mean during Employee's employment with NeoGenomics and the **twelve (12) months** immediately following termination of Employee's employment with NeoGenomics for whatever reason.

3. **Loyalty and Best Efforts.** The Employee shall devote his or her undivided loyalty and best efforts to the business of NeoGenomics. The Employee shall not, during the period of employment, be engaged in any other occupation, professional or business activity that conflicts with any obligations under this Agreement or provide services to or otherwise aid in any manner any business that competes with the Restricted Business, whether directly or indirectly. The Employee shall advise the NeoGenomics Chief Human Resources Officer, or his/her designee, at such time as an activity either of NeoGenomics or another business presents the Employee with a potential conflict of interest. The Employee shall take whatever action is requested by NeoGenomics to resolve the conflict that NeoGenomics reasonably finds to exist. The Employee further agrees to comply at all times with NeoGenomics' workplace policies and procedures, including its Code of Conduct, as these policies may be amended from time to time.

4. **Non-Competition**. As a material inducement to NeoGenomics to allow Employee to remain an Employee of NeoGenomics as well as all other consideration outlined in this Agreement, Employee agrees that, during the Restricted Period, Employee shall not, directly or indirectly, whether as owner, partner, investor, consultant, agent, employee, co-venturer or otherwise, in any capacity similar or related to the capacity in which Employee has been engaged by NeoGenomics, engage in or compete with, or undertake any planning to engage in or compete with, all or any portion of the Restricted Business anywhere in the Restricted Area; provided, however, that Employee may at any time passively own securities of any competitor corporation whose securities are publicly traded on a recognized exchange so long as (x) the aggregate holdings of Employee in any one such corporation shall constitute not more than 5% of the voting stock of such corporation and (y) Employee has no active participation in the business of such competitor corporation.

5. **Non-Solicitation of Employees or Independent Contractors**. As a material inducement to NeoGenomics to allow Employee to remain an employee of NeoGenomics and to provide all other consideration outlined in this Agreement, Employee agrees that, during the Restricted Period, Employee shall not, directly or indirectly, (a) hire or engage, or solicit for hiring or engagement, any employee of NeoGenomics or (b) solicit or attempt to induce any independent contractor providing services to NeoGenomics in any capacity to terminate or diminish his, her or its relationship with NeoGenomics.

6. **Non-Solicitation of Business Partners and Prospective Business Partners**. As a material inducement to NeoGenomics to allow Employee to remain an Employee of NeoGenomics and to provide all other consideration outlined in this Agreement, Employee agrees that, during the Restricted Period, Employee shall not, directly or indirectly, (a) solicit, attempt to solicit, induce, advise, or request any Business withdraw, curtail, reduce, or cancel his, her or its business relationship with NeoGenomics or (b) seek to persuade any Business Partner, or any Prospective Business Partner, to conduct with anyone else any business or activity which such Business Partner or Prospective Business Partner conducts or could conduct, with NeoGenomics; provided, however, that these restrictions will apply only if Employee has performed work for such Person during Employee's employment with NeoGenomics or

otherwise had contact with such Person during Employee's employment or other associations with NeoGenomics, or has had access to Confidential Information which would assist in Employee's solicitation of such Person. Employee acknowledges and agrees that NeoGenomics has substantial relationships with its Business Partners and Prospective Business Partners which NeoGenomics expends significant time and resources in acquiring and maintaining, and that NeoGenomics has Confidential Information pertaining to its business and to its Business Partners and Prospective Business Partners, and that NeoGenomics' Confidential Information and relationships with its Business Partners and Prospective Business Partners constitute significant and valuable assets of NeoGenomics.

7. **Non-Disclosure of Confidential Information of NeoGenomics**. As a material inducement to NeoGenomics to allow Employee to remain an employee of NeoGenomics, and as a material inducement to NeoGenomics to disclose or allow to be known to Employee some or all of the Confidential Information during the term of Employee's employment with NeoGenomics (at NeoGenomics' sole and absolute discretion), Employee hereby agrees that all Confidential Information which Employee will create or to which Employee has access as a result of Employee's employment and other associations with NeoGenomics is and will remain the sole and exclusive property of NeoGenomics. Employee agrees that, except as required for the proper performance of Employee's regular duties for NeoGenomics, as expressly authorized in writing in advance by a duly authorized officer of NeoGenomics, or as required by applicable law, Employee will never at any time, either during or after employment by NeoGenomics, directly or indirectly, use, publish, disseminate, distribute or otherwise disclose any Confidential Information to any other person or entity. Employee agrees to take all steps necessary, and all steps requested by NeoGenomics, to ensure that the Confidential Information is kept secret and confidential and for the sole use and benefit of NeoGenomics and to comply with all applicable policies and procedures of NeoGenomics regarding the storage and security of all Confidential Information whether in hard copy form or stored on computer disks or other electronic media. Such policies and procedures may include, but not be limited to, a prohibition against Employee sending any NeoGenomics document to a personal e-mail account or using any removable media, such as a flash or external drive, at Employee's work station, absent explicit written permission from a superior. Further, Employee will not view or access Personal Information or Personal Health Information unless required by NeoGenomics in the course of Employee's job duties and responsibilities for NeoGenomics and then only when authorized by NeoGenomics to do so. Employee acknowledges that Employee shall bear all costs, losses, and damages resulting from any intentional breach of this Section 7, to the fullest extent permitted by applicable law.

8. **Notice of Immunity under the Economic Espionage Act of 1996, as amended by the Defend Trade Secrets Act of 2016 ("DTSA")**. Notwithstanding any other provision of this Agreement, (a) Employee shall not be held criminally or civilly liable under any federal or state trade secret law for any disclosure of a trade secret that: (a) is made: (1) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (2) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding, and (b) if Employee files a lawsuit for retaliation by NeoGenomics for reporting a suspected violation of law, Employee may disclose NeoGenomics' trade secrets to Employee's attorney and use the trade secret information in the court proceeding if Employee: (x) files any document containing the trade secret under seal; and (y) does not disclose the trade secret, except pursuant to court

order. Notwithstanding the immunity from liability set forth in this Section 8, Employee understands that Employee may be held liable if Employee unlawfully discloses, accesses, or misappropriates trade secrets of NeoGenomics.

9. **Non-disparagement**. Subject to the last sentence of Section 11 of this Agreement, during and after Employee's employment with NeoGenomics, Employee will not make any representation or statement, whether written or oral, to any person or entity, including, but not limited to, former, current and potential clients, vendors, business partners, employees, or competitors of NeoGenomics, which reflects any opinion, judgment, observation or representation that may defame, disparage, harm, or otherwise reflect negatively on NeoGenomics or its officers, directors, or employees. Employee understands that Employee's commitment not to defame, disparage, or impugn NeoGenomics' reputation constitutes a willing and voluntary waiver of Employee's rights under the First Amendment of the U.S. Constitution and other laws. Nothing in this Agreement, however, prohibits Employee from disclosing information about unlawful acts in the workplace, including but not limited to information pertaining to sexual harassment or any other unlawful or potentially unlawful conduct. Further, nothing in this Agreement, including this Section 9, is intended to limit or prohibit Employee from exercising Employee's rights under Section 7 of the National Labor Relations Act.

10. **Return of Property and Confidential Information**. Employee agrees that the Documents (as defined below) shall be the sole and exclusive property of NeoGenomics, and further agrees to safeguard all Documents upon termination of employment or at such earlier time or times as a duly authorized officer of NeoGenomics may specify. Employee further agrees that Employee will promptly deliver to NeoGenomics all originals and copies of any notes, data, reference materials, sketches, drawings, memoranda, documents, records and files, relating to the business, present or otherwise, whether or not incorporating or reflecting any Confidential Information or any copyrights or proprietary rights therein (whether maintained in tangible or intangible form, computer memory or other format), and whether made or compiled by or on behalf of Employee or made available to Employee by NeoGenomics (the "Documents"), in the possession, custody, or control of Employee upon termination of employment or at such earlier time or times as a duly authorized officer of NeoGenomics may specify. Following termination or a request to return Confidential Information, Employee will not acquire, use, maintain, copy, or disclose any materials containing Confidential Information. Employee will return any and all equipment, software, keys, access cards, files and other property belonging to NeoGenomics promptly upon termination of Employee's employment and at any time at NeoGenomics' request. Employee also agrees to disclose to NeoGenomics, at the time Employee's employment terminates or at such earlier time or times as a duly authorized officer of NeoGenomics may specify, all passwords necessary or desirable to obtain access to, or that would assist in obtaining access to, any information which Employee has password-protected on any computer equipment, network or system of NeoGenomics. In the event of the termination of Employee's employment, Employee agrees to sign and deliver the "**Termination Certification**" attached hereto as "**Addendum A**."

11. **Permitted Disclosures**. Nothing in this Agreement shall be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of disclosure required by such

law, regulation or order. If Employee is requested or legally required to disclose any Confidential Information or trade secrets, Employee must notify NeoGenomics prior to doing so by providing NeoGenomics with written notice ten (10) business days in advance of the intended or compelled disclosure. (If disclosure is required sooner than ten (10) days, Employee must provide NeoGenomics with Notice immediately upon learning that disclosure is sought and before disclosure is required or compelled). Notice shall be provided to the following address: Legal Department, 9490 NeoGenomics Way, Fort Myers, FL 33912. For the avoidance of doubt, nothing in this Agreement limits, restricts or in any other way affects Employee's communicating with any governmental agency or entity, or communicating with any official or staff person of a governmental agency or entity, concerning matters relevant to the governmental agency or entity, or requires Employee to furnish notice to NeoGenomics of the same.

12. **Proprietary Rights and Assignment of Inventions**. Employee agrees to promptly and fully disclose to NeoGenomics all inventions, discoveries, concepts, designs, descriptions, developments, methods, modifications, improvements, trade secrets, processes, procedures, plans, projects, systems, strategies, information, compositions, software, formulae, data, "know-how," databases, algorithms, techniques and works of authorship and other intellectual property, sketches, schematics, technical documentation, or modifications or derivatives of any of the foregoing, whether or not patentable or protectable by copyright or constituting trade secrets, made or conceived, created, developed or reduced to practice, or learned by Employee (whether alone or jointly with others, whether or not during normal business hours or on or off NeoGenomics premises) during the period of Employee's employment by NeoGenomics that relate either to the business of NeoGenomics or to any prospective activity of NeoGenomics or that result from any work performed by Employee for NeoGenomics or that make use of Confidential Information or any of the equipment or facilities of NeoGenomics (together, "**Proprietary Inventions**"). Employee acknowledges that all original works of authorship which are made by Employee (solely or jointly with others) within the scope of Employee's employment with NeoGenomics and which are eligible for copyright protection are "works made for hire" as that term is defined in the United States Copyright Act (17 U.S.C., Section 101) and shall, upon creation, be owned exclusively by NeoGenomics. Employee does hereby assign, and to the extent assignment cannot now be made, will hereby assign, to NeoGenomics the Employee's entire right, title and interest in and to any and all Proprietary Inventions and related patents, patent applications, trademarks, trademark applications, copyrights, copyright applications, trade secrets, rights in trade secrets and other intellectual property rights worldwide. Employee agrees to (i) cooperate fully with NeoGenomics both during and after employment with NeoGenomics to obtain, maintain and enforce patents, trademarks, copyrights, trade secrets and other intellectual property rights worldwide in Proprietary Inventions, (ii) to execute and any all applications for domestic and foreign patents, copyrights or other proprietary rights and to do such other acts (including without limitation the execution and delivery of further instruments of assignment or confirmatory and the provision of good faith testimony by declaration, by affidavit or in-person) requested by NeoGenomics to assign the Proprietary Inventions to NeoGenomics (or as otherwise directed by NeoGenomics) and to permit NeoGenomics to secure, prosecute and enforce any patents, copyrights or other proprietary rights to the Proprietary Inventions, and (iii) sign all papers and provide such assistance as NeoGenomics may reasonably deem necessary or desirable to protect its patents, trademarks, copyrights, trade secrets and other intellectual property rights worldwide in Proprietary Inventions. If NeoGenomics is unable, after reasonable effort, to secure the

Employee's signature on any such papers, Employee hereby irrevocably designates and appoints each officer of NeoGenomics as the Employee's agent and attorney-in-fact to execute any such papers on Employee's behalf, and to take any and all actions as NeoGenomics may reasonably deem necessary or desirable to protect its patents, trademarks, copyrights, trade secrets and other intellectual property rights worldwide in Proprietary Inventions. Employee will not charge NeoGenomics for time spent in complying with these obligations.

Employee has attached to this Agreement, as "**Addendum B**" ("**List of Inventions**"), a complete list of what Employee represents to be all Inventions made, conceived, or first reduced to practice by Employee, alone or jointly with others, prior to Employee's employment with NeoGenomics (i) with respect to which Employee has or had any property interest or claim of ownership and (ii) that if made, conceived or first reduced to practice during Employee's employment with NeoGenomics, would constitute Proprietary Inventions. If no such Inventions list is attached to this Agreement, Employee represents that Employee has no such Inventions at the time this Agreement is signed. All Inventions related to any patent, copyright, trade secret, or other intellectual property rights worldwide and related to or useful in the Business worked on by Employee during Employee's period of employment or within a period of one (1) year after the termination of employment with NeoGenomics for any reason shall be presumed to have been conceived during Employee's employment with NeoGenomics and shall therefore be deemed a Proprietary Invention.

13. **Need for Restrictions**. In signing this Agreement, Employee gives NeoGenomics assurance that Employee has carefully read and considered all the terms and conditions of this Agreement, including without limitation the restraints imposed on Employee under Sections 4, 5 and 6 above, that Employee has not relied on any agreements or representations, express or implied, that are not set forth expressly in this Agreement, and that Employee has signed this Agreement knowingly and voluntarily. Employee acknowledges and agrees without reservation that the restrictions contained in this Agreement are reasonable and necessary to protect the legitimate business interests of NeoGenomics, including, without limitation, the need to protect NeoGenomics' trade secrets and Confidential Information, and that each and every one of the restraints is reasonable in respect to scope, subject matter, length of time, and geographic area. In the event that any provision of this Agreement is determined by any court of competent jurisdiction to be unenforceable by reason of its being extended over too great a time, too large a geographic area or too great a range of activities, that provision shall be deemed to be modified to permit its enforcement to the maximum extent permitted by law. Employee further agrees that no claimed breach of this Agreement or other violation of law by NeoGenomics, or change in the nature or scope of Employee's employment or other relationship with NeoGenomics, shall operate to excuse Employee from the performance of Employee's obligations under this Agreement. Employee also acknowledges, as set forth in Section 14 below, that NeoGenomics may obtain a temporary, preliminary and/or permanent injunction to restrain any violations of, or otherwise enforce this Agreement. Employee also acknowledges that, if Employee's future employment's job duties would inevitably cause Employee to disclose Confidential Information or trade secrets of NeoGenomics, NeoGenomics may seek to protect its legitimate business interests by enjoining Employee from working in that future position.

14. **Breach of Restrictive Covenants**. Employee understands that if Employee violates the terms of this Agreement while employed by NeoGenomics, Employee will be subject to disciplinary action up to and including discharge from employment. Employee

acknowledges that Confidential Information is a special and unique asset of NeoGenomics and derives independent economic value, actual or potential, from not being generally known by the public or by other persons or entities who can obtain economic value from its disclosure. Employee further acknowledges that improper disclosure of NeoGenomics' Confidential Information and the breach of any other restrictive covenant set forth this Agreement would cause irreparable injury to NeoGenomics, and that, if NeoGenomics shall bring legal proceedings against Employee to enforce any restrictive covenant, NeoGenomics shall be entitled to seek all available civil remedies, at law or in equity, including, without limitation, a preliminary or permanent injunction against any breach or threatened breach by Employee of any such covenants without having to post a bond, damages (including, without limitation, compensatory damages from actual loss of misappropriation and unjust enrichment), attorneys' fees, and costs. If Employee violates any of the restrictions contained in this Agreement, the Restricted Period will be tolled, and will not run, during the period of any breach by Employee of such restrictions.

15. **Attorney's Fees**. If any legal proceedings are brought for the enforcement of this Agreement, in addition to any other relief to which the successful or prevailing party may be entitled, the successful or prevailing party shall be entitled to recover attorneys' fees, investigative fees, administrative fees, court costs, and all expenses, including, without limitation, all fees, taxes, costs and expenses incident to post-judgment proceedings incurred by the successful or prevailing party in that action or proceeding. Said remedies shall not be deemed the exclusive remedies for any breach or threatened breach and NeoGenomics shall be entitled to any and all other remedies available by law or in equity.

16. **Duty to Disclose Agreement and to Report New Employer**. NeoGenomics has a legitimate business purpose in the protection of its Confidential Information and, therefore, NeoGenomics has the right to such information as is reasonably necessary to inform NeoGenomics whether the terms of this Agreement are being complied with by Employee. Accordingly, Employee shall promptly notify any new employer of Employee's obligations contained herein. Employee shall also provide NeoGenomics with the identity of Employee's new employer and a description of the services being provided by Employee in sufficient detail to allow NeoGenomics to reasonably determine whether such activities fall within the scope of activities prohibited by the provisions of this Agreement.

17. **Prior Agreements**. Employee represents and warrants that Employee is able to be employed by NeoGenomics and to perform the contemplated duties of Employee's employment without being in breach of confidentiality agreements or disclosing proprietary information of any third party, and that no proprietary information of any third party shall be disclosed to NeoGenomics. Employee further represents and warrants that Employee is not prohibited from entering into this Agreement or performing services or complying with Employee's obligations under it by any non-competition restriction, non-solicitation restriction, anti-piracy agreement, employment agreement, or any other agreement to which Employee is a party or is bound, and that Employee is not now subject to any covenants against competition or similar covenants or other obligations to third parties or to any court order, judgment or decree that would affect the performance of Employee's obligations hereunder or Employee's duties and responsibilities to NeoGenomics. Employee will not disclose to or use on behalf of NeoGenomics, or induce NeoGenomics to possess or use, any confidential or proprietary information of any previous employer or other third party without that party's consent. Employee agrees to indemnify and hold NeoGenomics harmless of all claims or causes of action by any person or entity against

NeoGenomics arising out of any alleged breach by Employee of any such agreement or any other restrictions inconsistent with the aforementioned representations.

18. **Use of Employee Name, Image, and Voice**. Employee authorizes NeoGenomics to use and publish Employee's name and picture, including audio or video tape recordings, for purposes relating to NeoGenomics' business without an additional release from Employee.

19. **Successors and Assigns**. This Agreement shall be binding upon and inure to the benefit of Employee and NeoGenomics. and each of their respective successors, executors, administrators, heirs and assigns. This Agreement may be assigned by NeoGenomics without Employee's consent; provided, however, NeoGenomics may assign its rights and obligations under this Agreement without Employee's consent to one of its affiliates or to any Person with whom NeoGenomics shall hereafter effect a reorganization, consolidate or merge, or to whom NeoGenomics shall hereafter transfer all or substantially all of the properties or assets related to the business for which Employee works. This Agreement is not assignable by Employee.

20. **At-Will Employment**. Employee acknowledges that this Agreement is not meant to constitute a contract of employment for a specific duration or term, and that Employee's employment with NeoGenomics is at will. The Parties will retain the right to terminate Employee's employment at any time, with or without notice or cause.

21. **Construction, Survival**. If the scope of restrictions specified in this Agreement should be adjudged unreasonable in any proceeding, then the scope shall be reduced so that the restrictions may be enforced as is adjudged to be reasonable. In the event that any part of this Agreement shall be held to be unenforceable or invalid, the remaining parts hereof shall nevertheless continue to be valid and enforceable as though the invalid portions were not a part hereof. Provisions of this Agreement shall survive any termination of Employee's employment with NeoGenomics if so provided in this Agreement or if necessary or desirable to accomplish the provision of other surviving provisions.

22. **Amendments and Waiver**. No provision of this Agreement may be modified, waived, or discharged (and no breach shall be deemed to be waived) unless such waiver, modification, or discharge is approved by NeoGenomics and agreed to in writing and signed by Employee and such officer as may be specifically authorized by NeoGenomics. The failure of a Party at any time to require performance of any Section of this Agreement will not affect such Party's rights at a later time to enforce such Section. No waiver by a Party of any breach of this Agreement will be deemed to extend to any other breach hereunder or affect in any way any rights arising by virtue of any other breach.

23. **Right to Review and Seek Counsel**. Employee acknowledges that Employee has had the opportunity to seek independent counsel in connection with the execution of this Agreement, and Employee represents and warrants to NeoGenomics (a) that Employee has sought such independent counsel and advice as Employee has deemed appropriate in connection with the execution hereof and the transactions contemplated hereby, and (b) that Employee has not relied on any representation of NeoGenomics as to the consequences of the execution hereof.

24. **Headings and Captions**. The titles and captions of sections and subsections contained in this Agreement are provided for convenience of reference only, and shall not be considered terms or conditions of this Agreement.

25. **Venue and Governing Law**. This Agreement is a Florida contract and shall be construed in accordance with and governed by the laws of the State of Florida, without giving effect to the conflict of laws principles that could result in the application of the laws of another jurisdiction. The Parties expressly consent to the exclusive jurisdiction and venue of any state Court of competent jurisdiction in Lee County, Florida or the United States District Court for the Southern District of Florida, in connection with any dispute arising out of this Agreement, and agree that any such dispute shall be brought and maintained solely in such courts. The Parties expressly waive any claims or defenses of forum non conveniens to jurisdiction and venue in any state Court of competent jurisdiction in Lee County, Florida or the United States District Court for the Southern District of Florida.

26. **Waiver of Jury Trial**. **EMPLOYEE WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AGREEMENT OR UNDER ANY INSTRUMENT, DOCUMENT, OR AGREEMENT DELIVERED IN CONNECTION HEREWITH OR HEREAFTER OR RELATED IN ANY FASHION TO EMPLOYEE'S EMPLOYMENT WITH NEOGENOMICS.**

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

28. **Entire Agreement**. This Agreement contains the entire understanding of the Parties hereto, with the inclusion of any applicable addendums attached to this Agreement, and no agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party, which are not set forth expressly in this Agreement. This Agreement supersedes all negotiations, communications, preliminary agreements, and all prior and contemporaneous discussions and understandings of the Parties hereto and/or their affiliates, whether written or oral, in connection with the subject matter of this Agreement, except however, that (x) this Agreement will not terminate or supersede any additional obligations Employee may have pursuant to any other agreement or under applicable law with respect to confidentiality, assignment of rights to intellectual property or the like and (y) this Agreement shall be read *in pari material* with the Employment Agreement. Employee acknowledges that Employee has not relied on any prior or contemporaneous discussions or understandings in entering into this Agreement. The provisions of this Agreement are severable.

[Signatures Appear on the Following Page]

EMPLOYEE CERTIFIES THAT EMPLOYEE HAS READ THIS AGREEMENT CAREFULLY AND UNDERSTANDS AND ACCEPTS THE OBLIGATIONS THAT IT IMPOSES WITHOUT RESERVATION. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO SUCH PERSON TO INDUCE THE SIGNING OF THIS AGREEMENT. INTENDING TO BE LEGALLY BOUND HEREBY, EMPLOYEE HAS SIGNED THIS AGREEMENT AS OF THE DAY AND YEAR WRITTEN BELOW (SUCH DATE, THE "EFFECTIVE DATE").

EMPLOYEE

Name: __

Signature: __ Title: __

Date: __ Signature:__

Address:

NEOGENOMICS LABORATORIES, INC.

Name: __

Date: __

Address: 9490 NeoGenomics Way Fort Myers, FL 33912

ADDENDUM A TERMINATION CERTIFICATION

This is to certify that I do not have in my possession, nor have I failed to return, any devices, records, data, notes, reports, proposals, lists, files, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, Confidential Information, Inventions, other documents or property, or reproductions of any aforementioned items belonging to NeoGenomics.

I further certify that I have complied with all the terms of NeoGenomics' Non-Competition, Non-Solicitation, and Non-Disclosure Agreement signed by me, including the reporting of any Inventions and original works of authorship (as defined therein), conceived or made by me (solely or jointly with others).

I understand that post-termination obligations exist under the Non-Competition, Non-Solicitation, and Non-Disclosure Agreement signed by me and that NeoGenomics may seek any and all avenues of legal redress should I breach that Agreement. I further certify that I have complied with terms of that Agreement and will comply with all post-termination obligations under that Agreement.

Jeffrey S. Sherman

Employee Name

Date: April 14, 2026

/s/ Jeffrey S. Sherman

Employee Signature

ADDENDUM B: LIST OF INVENTIONS

List of all inventions or improvements (referred to in Section __of the Agreement) made by the Employee, alone or jointly with others, prior to joining NeoGenomics.

Right, Title or Interest (If none, please write "NONE".)	**Date Acquired**	**Identifying Number or Brief Description of Inventions or Improvements**

EXHIBIT 31.1

CERTIFICATIONS

I, Anthony P. Zook, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of NeoGenomics, Inc.;

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

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

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

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

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

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

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

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

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

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

April 28, 2026

/s/ Anthony Zook

Anthony Zook

Director and Chief Executive Officer

EXHIBIT 31.2

CERTIFICATIONS

I, Abhishek Jain, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of NeoGenomics, Inc.;

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

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

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

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

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

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

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

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

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

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

April 28, 2026

/s/ Abhishek Jain

Abhishek Jain

Chief Financial Officer

EXHIBIT 32.1

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with this Quarterly Report of NeoGenomics, Inc. (the "Company") on Form 10-Q as filed with the Securities and Exchange Commission on the date hereof (the "Report"), each of the undersigned, in the capacities and on the dates indicated below, hereby certify pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to his or her knowledge:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: April 28, 2026

/s/ Anthony Zook
Anthony Zook
Director and Chief Executive Officer

Date: April 28, 2026

/s/ Abhishek Jain
Abhishek Jain
Chief Financial Officer

The foregoing certification is being furnished solely to accompany the Report pursuant to 18 U.S.C. § 1350, and is not being filed for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, and is not to be incorporated by reference into any filing of the Company, whether made before or after the date hereof, regardless of any general incorporation language in such filing. A signed original of this written statement required by Section 906, or other document authenticating, acknowledging, or otherwise adopting the signature that appears in typed form within the electronic version of this written statement required by Section 906, has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.