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

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported)
March 27, 2022

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

Nevada
(State or other jurisdiction
of incorporation)

001-35756
(Commission
File Number)

74-2897368
(I.R.S. Employer
Identification No.)

9490 NeoGenomics Way,
Fort Myers, Florida
(Address of principal executive offices)

33912
(Zip Code)

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

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

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

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

Title of each class	Trading Symbol	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 is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

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

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On March 27, 2022, Mark W. Mallon, Chief Executive Officer (“CEO”) and a member of the Board of Directors (the “Board”) of NeoGenomics, Inc. (the “Company”), stepped down from his positions as CEO and director, effective as of March 28, 2022. In connection with Mr. Mallon’s departure, the Board appointed Lynn A. Tetrault, Esq. the Company’s non-executive Chair of the Board and Chair of the Culture and Compensation Committee, to serve as Executive Chair and the Company’s principal executive officer. Ms. Tetrault, as Executive Chair, will work together with the newly appointed “Office of the CEO,” comprised of the Company’s Chief Financial Officer, Chief Culture Officer and Chief Strategy and Corporate Development Officer, to discharge the duties and responsibilities of the chief executive officer.

Ms. Tetrault, age 59, who has been a member of the Board since June 2015, served as Lead Independent Director from 2020 to 2021 and was appointed Non-Executive Chair in October 2021. Previously, Ms. Tetrault served in a variety of executive roles at AstraZeneca PLC from 1993 to 2014 including Executive Vice President of Human Resources and Corporate Affairs from 2007 to 2014. Ms. Tetrault also serves as a Non-Executive Director of Rhythm Pharmaceuticals. Ms. Tetrault has an undergraduate degree from Princeton University and a J.D. from the University of Virginia Law School.

In connection with Mr. Mallon’s resignation, Mr. Mallon and the Company entered into a Separation Agreement dated as of March 28, 2022 (the “Separation Agreement”). Pursuant to the Separation Agreement, subject to Mr. Mallon’s execution and non-revocation of a general release of claims in favor of the Company, and Mr. Mallon’s compliance with his existing restrictive covenants, and in full consideration of any rights due under Mr. Mallon’s Employment Agreement dated as of February 22, 2022 (the “Employment Agreement”), the Company will pay Mr. Mallon (i) an amount equal to \$775,000, which represents 12 months of base salary; (ii) an amount equal to \$775,000, which represents Mr. Mallon’s target annual bonus; (iii) payment of premiums for healthcare coverage through the federal law commonly known as “COBRA” until the earliest of (a) 12 months post-termination, (b) the date Mr. Mallon and his eligible dependents cease to be eligible for such coverage under applicable law or plan terms or (c) the date at which Mr. Mallon obtains health coverage from another employer; and (iv) reimbursement for certain relocation and housing costs. Payment of the foregoing separation benefits will commence on the first payroll date immediately following the expiration of 60 days from the separation date.

In addition, pursuant to the Separation Agreement, (i) the vested portion of the Buyout Equity Awards, as defined in the Employment Agreement, will become fully vested as of the separation date, and (ii) the portion of any other outstanding time-based equity awards granted under the Company’s Amended and Restated Equity Incentive Plan, the vesting of which is based solely on continued employment or service with the Company, that would have vested by its terms in the 12-month period following the separation date had Mr. Mallon remained continuously employed will become vested as of the separation date, with the remaining portion of each such award terminating on the separation date. For a period of 36 months following the separation date, Mr. Mallon may exercise any options to purchase common stock of the Company that were vested as of the separation date (after giving effect to the accelerated vesting described above), after which period any then-outstanding and unexercised stock options will automatically terminate.

The foregoing is not a complete description of the Separation Agreement and is qualified in its entirety by reference to the full text and terms of the Separation Agreement, which is filed as Exhibit 10.1 to this report and incorporated herein by reference. In addition, the form of Executive Employment Agreement between NeoGenomics, Inc. and each of its executive officers was previously filed by the Company as Exhibit 10.11 to the Company’s Annual Report on Form 10-K for the year ended December 31, 2021, filed with the SEC on February 25, 2022.

Item 7.01 Regulation FD Disclosure.

A copy of a press release related to the foregoing is furnished as Exhibit 99.1 to this Current Report on Form 8-K.

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

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
10.1	<u>Separation Agreement, dated as of March 28, 2022, by and between NeoGenomics, Inc. and Mark Mallon.</u>
99.1	<u>Press Release of NeoGenomics, Inc. dated March 28, 2022.</u>
104	Cover Page Interactive Data file (embedded within the Inline XBRL document).

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 hereunto duly authorized.

NEOGENOMICS, INC.

By: /s/ William B. Bonello

Name: William B. Bonello

Title: Chief Financial Officer

Date: March 28, 2022

March 28, 2022

Mark Mallon

Dear Mark:

As we have discussed, your employment with NeoGenomics, Inc. (the "Company") is coming to an end, effective as of March 28, 2022 (the "Separation Date"). The purpose of this letter agreement (this "Agreement") is to confirm the terms concerning your transition from employment. Capitalized terms not defined in this Agreement will have the respective meanings ascribed to them in the Employment Agreement by and between you and the Company, dated as of February 22, 2022 (the "Employment Agreement").

1. **Final Compensation.** You will receive, on or before the Company's next regular payday following the Separation Date, any base salary for the final payroll period of your employment with the Company, through the Separation Date. You will receive the payment described in this Section 1 regardless of whether or not you elect to sign this Agreement.

2. **Resignations.** Effective as of the Separation Date, you will cease being employed as the Company's Chief Executive Officer and will no longer serve as a member of the Board of Directors of the Company. Effective as of the Separation Date, you also resign, and hereby will be deemed to have resigned, from any and all positions and offices that you hold with the Company or any of its affiliates (the "Affiliates"), without any further action required therefor (collectively, the "Resignations"). The Company, on its own behalf and on behalf of its Affiliates, hereby accepts the Resignations as of the Separation Date. You agree to sign and return such documents confirming the Resignations as the Company or any of its Affiliates may reasonably require.

3. **Severance Benefits.** In consideration of your acceptance of this Agreement and subject to your meeting in full your obligations hereunder and the Continuing Obligations (as defined in Section 6(a) below), and in full consideration of any rights you may have under the Employment Agreement, but in all cases subject to this Agreement becoming effective in accordance with the terms hereof:

(a) The Company will pay you your base salary (which, as of the Separation Date, is \$775,000) for a period of twelve (12) months following the Separation Date (such base salary payments, the "Severance Payments" and such twelve (12)-month period, the "Severance Period"). The Severance Payments will be made in accordance with the Company's regular payroll practices, with the first payment (i) to be made on the Company's next regular payday following the expiration of sixty (60) calendar days from the Separation Date, and (ii) to be retroactive to the day following the Separation Date.

(b) The Company will pay you an amount equal to seven-hundred and seventy-five thousand dollars (\$775,000), which represents one (1) times the Target Bonus (as defined in the Employment Agreement) (the "Bonus Severance"). The Bonus Severance will be payable in a lump sum payment on the Company's next regular payday following the expiration of sixty (60) calendar days from the Separation Date.

(c) Provided that you timely elect to continue your coverage and that of your eligible dependents in the Company's group health plans under the federal law known as "COBRA" or similar state law, the Company will pay you 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 (i) the end of the Severance Period, (ii) the date you and your eligible dependents cease to be eligible for such coverage under applicable law or plan terms, and (iii) the date that you obtain health coverage from another employer (the "Health Continuation Benefits"). The Health Continuation Benefits will be made on a monthly basis in accordance with the Company's regular payroll practices, with the first payment (i) to be made on the Company's next regular payday following the expiration of sixty (60) calendar days from the Separation Date, and (ii) to be retroactive to the day following the Separation Date.

(d) With respect to (i) the Buyout Equity Awards (as defined in the Employment Agreement), the unvested portion of the Buyout Equity Awards will become fully vested as of the Separation Date and (ii) any other outstanding Company equity-based awards, the vesting of which is based solely on continued employment or service with the Company (each such award, a "Time-Based Equity Award"), the portion of each Time-Based Equity Award that would have vested by its terms in the twelve (12)-month period following the Separation Date had you remained continuously employed will become vested as of the Separation Date, with the remaining portion of each Time-Based Equity Award automatically terminating on the Separation Date. With respect to any options to purchase common stock of the Company that are vested as of the Separation Date (after giving effect to the accelerated vesting provided for in this Section 3(d)), you will have a period of thirty-six (36) months following the Separation Date to exercise such vested stock options (but not past the original term of the option); at the end of such thirty-six (36)-month period, any then outstanding and unexercised stock options shall automatically terminate. You acknowledge and agree that modifications to your stock options provided for herein will result in any options to purchase common stock of the Company that were intended to qualify as "incentive stock options" ceasing to qualify as such. Except as modified in this Section 3(d), the Buyout Equity Awards and Time-Based Equity Awards shall otherwise be governed by the terms and conditions of the Company's Amended and Restated Equity Plan and the award agreements governing such awards.

(e) The Company shall reimburse you for the cost of the rent for your apartment in Florida for April, May and June of 2022 and will reimburse you for the reasonable costs incurred in transporting your car from Florida to the Boston, Massachusetts area; provided, in each case, that you provide reasonable substantiation of such costs to the Company not later than thirty (30) days after incurring them.

For the avoidance of doubt, in no event shall you be entitled to the payments and benefits under this Section 3 if this Agreement does not become effective in accordance with its terms.

4. Acknowledgement of Full Payment and Withholding. You acknowledge and agree that the payments provided under Sections 1 and 3 of this Agreement are in complete satisfaction of any and all compensation and benefits due to you from the Company or any of its Affiliates, whether for services provided to the Company, under the Employment Agreement, or otherwise, through the Separation Date. You further acknowledge that no further compensation or benefits (including any equity or equity-based compensation) are owed or will be provided to you by the Company or any of its Affiliates. All payments made by the Company hereunder will be reduced by any tax or other amounts required to be withheld by the Company under applicable law and all other lawful deductions authorized by you.

5. Status of Employee Benefits and Expenses.

(a) Except for any right you may have to continue your participation and that of your eligible dependents in the Company's group health plans under COBRA or similar state law, your participation in all employee benefit plans of the Company is ending as of the Separation Date (or March 31, 2022, if provided for in the applicable plan), in accordance with the terms of those plans. You will receive information about your COBRA continuation rights under separate cover.

(b) Within sixty (60) days following the Separation Date, you must submit your final expense reimbursement statement reflecting all business expenses you incurred through the Separation Date, if any, for which you seek reimbursement, and, in accordance with Company policy, reasonable substantiation and documentation for the same. The Company will reimburse you for any such authorized and documented expenses pursuant to its regular business practice.

6. Continuing Obligations, Cooperation, Confidentiality, Non-Disparagement.

(a) You acknowledge that you will continue to be bound by the terms of, and your obligations under, the Confidentiality, Non-Solicitation and Non-Compete Agreement (such agreement, the "Restrictive Covenant Agreement" and the obligations set forth in such agreement, collectively, the "Continuing Obligations"). The obligation of the Company to make payments to you or provide you with benefits under Section 3 of this Agreement, and your right to retain the same, is expressly conditioned upon your continued full performance of your obligations hereunder and of the Continuing Obligations.

(b) You agree to help facilitate a smooth transition of your duties and responsibilities to any Company designees, including without limitation by (i) directing representatives of the Company and its Affiliates to files and information as requested, (ii) returning all property of the Company and its Affiliates and providing passwords to systems and protected information in accordance with Section 7 of this Agreement and (iii) being reasonably available during the Severance Period to respond to questions and requests for information from representatives of the Company and its Affiliates from time to time.

(c) Subject to the second sentence of Section 8(b) of this Agreement, you agree that you will not disparage the Company or any of its Affiliates, or any of their respective management, products or services and will not do or say anything that could reasonably be expected to disrupt the good morale of the employees of the Company or otherwise harm the business interests or reputation of the Company.

(d) The Company agrees to instruct its executive officers and members of the Board to refrain from disparaging you.

(e) Nothing in this Section shall preclude you or the Company from making truthful statements that are reasonably necessary to (i) comply with applicable law, regulation or legal process or (ii) defend or enforce your or its, as applicable, rights under this Agreement.

7. Return of Company Documents and Other Property. In signing this Agreement, you represent and warrant that you have returned to the Company any and all documents, materials and information (whether in hardcopy, on electronic media or otherwise) related to the business of the Company and its Affiliates (whether present or otherwise), and all keys, access cards, credit cards, computer hardware and software, telephones and telephone-related equipment and all other property of the Company or any of its Affiliates in your possession or control. Further, you represent and warrant that you have not retained any copy or derivation of any documents, materials or information (whether in hardcopy, on electronic media or otherwise) of the Company or any of its Affiliates. Recognizing that your employment with the Company has ended on the Separation Date, you acknowledge that you have not, following the Separation Date, for any purpose, attempted to access or use any computer or computer network or system of the Company or any of its Affiliates, including without limitation the electronic mail system, and you agree that you will not do so. Further, you acknowledge that you have disclosed to the Company all passwords necessary or desirable to obtain access to, or that would assist in obtaining access to, all information which you have password-protected on any computer equipment, network or system of the Company or any of its Affiliates.

8. General Release and Waiver of Claims.

(a) In exchange for the severance benefits provided to you under this Agreement, to which you would not otherwise be entitled, on your own behalf and that of your heirs, executors, administrators, beneficiaries, personal representatives and assigns, you agree that this Agreement shall be in complete and final settlement of any and all causes of action, rights and claims, whether known or unknown, accrued or unaccrued, contingent or otherwise, that you have had in the past, now have, or might now have, against the Company or any of its Affiliates of any nature whatsoever, including but not limited to those in any way related to, connected with or arising out of your employment, its termination, or your other associations with the Company or any of its Affiliates, or pursuant Title VII of the Civil Rights Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, as amended by the Older Workers Benefit Protection Act, the Employee Retirement Income Security Act, to the wage and hour, wage payment and fair employment practices laws and statutes of the state or states in which you have provided services to the Company or any of its Affiliates (each as amended from time to time), and/or any other federal, state or local law, regulation or other requirement (collectively, the "Claims"), and you hereby release and forever discharge the Company, its Affiliates and all of their respective past, present and future directors, shareholders, officers, members, managers, general and limited partners, employees, employee benefit plans, administrators, trustees, agents, representatives, predecessors, successors and assigns, and all others connected with any of them, both individually and in their official capacities (collectively, the "Released Parties"), from, and you hereby waive, any and all such Claims.

(b) Nothing in this Agreement shall be construed to prohibit you from filing a charge with or participating in any investigation or proceeding conducted by the federal Equal Employment Opportunity Commission or a comparable state or local agency; provided, however, that you hereby agree to waive your right to recover monetary damages or other personal relief in any such charge, investigation or proceeding, or in any related complaint or lawsuit, filed by you or by anyone else on your behalf. Nothing in this Agreement limits, restricts or in any other way affects your 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 such governmental agency or entity.

(c) Notwithstanding the generality of the foregoing, you do not release the following causes of actions, rights and claims: (i) a claim for enforcement of this Agreement; (ii) claims for unemployment compensation or workers' compensation benefits pursuant to the terms of applicable law or policy; and (iii) your rights pursuant to the terms and conditions of the federal law known as COBRA.

(d) This Agreement, including the general release and waiver of claims set forth in this Section 8, creates legally binding obligations and the Company and its Affiliates therefore advise you to consult an attorney before signing this Agreement. In signing this Agreement, you give the Company and its Affiliates assurance that you have signed it voluntarily and with a full understanding of its terms; that you have had sufficient opportunity of not less than twenty-one (21) days, before signing it, to consider its terms and to consult with an attorney, if you wished to do so; and that you have not relied on any promises or representations, express or implied, that are not set forth expressly in this Agreement.

9. Miscellaneous.

(a) This Agreement constitutes the entire agreement between you and the Company or any of its Affiliates, and supersedes all prior and contemporaneous communications, agreements and understandings, whether written or oral, with respect to your employment, its termination and all related matters, including without limitation the Employment Agreement, and excluding only the Restrictive Covenant Agreement and the Continuing Obligations and the Indemnification Agreement, which shall remain in full force and effect in accordance with their terms.

(b) This Agreement may not be modified or amended unless agreed to in writing by you and an expressly authorized representative of the Company. No breach of this Agreement shall be deemed to be waived unless agreed to in writing by the non-breaching party. The captions and headings in this Agreement are for convenience only, and in no way define or describe the scope or content of any provision of this Agreement.

(c) Your right to payment or reimbursement under this Agreement shall be subject to the following 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. 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. Notwithstanding anything to the contrary in this Agreement, if at the time your employment terminates, you are 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 your 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”). 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.

(d) 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. You consent 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 you and the Company and its Affiliates. Except as provided in the Restrictive Covenant Agreement, any and all controversies and disputes between you 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, utilizing its Employment Arbitration Rules and Mediation Procedures. Any arbitration action brought pursuant to this 9(d) shall be heard in Fort Myers, Lee Country, Florida.

(e) This Agreement may be executed in any number of counterparts, any of which may be executed and transmitted by facsimile (including “pdf”), and each of which shall be deemed to be an original, but all of which together shall be deemed to be one and the same instrument.

[Signature page immediately follows.]

If the terms of this Agreement are acceptable to you, please sign, date and return it to me withintwenty-one (21) days of the date you receive it, and in no event prior to the Separation Date. You may revoke this Agreement at any time during the seven (7)-day period immediately following the date of your signing by notifying me in writing of your revocation within that period. If you do not revoke this Agreement, then, on the eighth (8th) day following the date that you signed it, this Agreement shall take effect as a legally binding agreement between you and the Company on the basis set forth above.

Sincerely,

NEOGENOMICS, INC.

By: /s/ William Bonello

Name: William Bonello

Title: Chief Financial Officer

Accepted and agreed:

Signature: /s/ Mark Mallon

Mark Mallon

Date: March 28, 2022



**NeoGenomics Announces CEO Departure and Initiates CEO Search
Board Appoints Executive Chair and Interim Office of the CEO
Anticipates First Quarter Results Below Guidance and Withdraws 2022 Guidance**

Ft. Myers, Florida—March 28, 2022 / NeoGenomics, Inc. (NASDAQ:NEO) (the “Company”), a leading provider of cancer-focused genetic testing services and global oncology contract research services, today announced that the Board of Directors (the “Board”) and Mark Mallon, Chief Executive Officer, have agreed that Mr. Mallon will step down as CEO and member of the Board, effective immediately. This mutual agreement was not the result of any disagreements about strategy with management or the Board, inappropriate action by CEO, or any violation of company policy or any accounting irregularity. The Board has retained Russell Reynolds to conduct a search for the Company’s next CEO.

The Board has appointed current Chair Lynn Tetrault, Esq. as Executive Chair and established an Interim Office of the CEO to provide seamless leadership continuity and operational management of the Company while the Board conducts the CEO search. The Interim Office of the CEO will be comprised of Chief Financial Officer, William Bonello, Chief Strategy and Corporate Development Officer, Douglas Brown, and Chief Culture Officer, Jennifer Balliet. Each of these executives will remain in their current positions while carrying out their new responsibilities.

The Company currently expects revenue for Q1 2022 may be below the low end of its prior guidance of \$118 - \$120 million and EBITDA for Q1 2022 will be below the low end of its prior guidance of \$(15) - \$(12) million. The larger than anticipated EBITDA loss was primarily driven by higher than anticipated Clinical Services cost of goods sold. The Company intends to take immediate action to address performance and costs while continuing to invest prudently in the RaDaR™ Assay. The Company plans to report full Q1 2022 results on April 27, 2022. Additionally, the Company has withdrawn its 2022 annual financial guidance issued February 23, 2022.

Lynn Tetrault, Executive Chair of NeoGenomics said, “We thank Mark for his contributions to the Company and wish him the best in the future. We are taking immediate steps to improve our business performance. We remain committed to our strategy and the creation of long-term value for our shareholders. We’re fortunate to have an experienced and highly capable senior management team to continue leading the company. I look forward to working closely with them as we recruit a new Chief Executive Officer.”

Ms. Tetrault, who has been a Board Member since June 2015, served as Lead Independent Director from 2020 to 2021 and was appointed Non-Executive Chair in October 2021. Previously, Ms. Tetrault served in a variety of executive roles at AstraZeneca PLC from 1993 to 2014 including Executive Vice President of Human Resources and Corporate Affairs from 2007 to 2014. Ms. Tetrault also serves as a Non-Executive Director of Rhythm Pharmaceuticals. Ms. Tetrault has an undergraduate degree from Princeton University and a J.D. from the University of Virginia Law School.

Mr. Bonello, CFO, joined NeoGenomics in 2017 and has served as President of the Informatics division, Chief Strategy and Corporate Development Officer and Director of Investor Relations. Prior to joining NeoGenomics, Mr. Bonello worked as a healthcare equity analyst covering diagnostic services and product stocks at various investment banks, including Piper Jaffray, Wachovia Securities, RBC Capital Markets and Craig-Hallum Capital Group. He also served as Senior Vice President for Investor Relations at LabCorp. Mr. Bonello received his B.A. degree from Carleton College and his MBA from the Kellogg School of Management at Northwestern University.

Mr. Brown, Chief Strategy and Corporate Development Officer, joined NeoGenomics in 2020. Previously, he was Senior Managing Director with SVB Leerink with significant expertise in the oncology diagnostic sector. During his career, he has advised clients in over 100 successful M&A and Corporate Financing transactions. He advised General Electric on the sale of Clariant, and recently advised NeoGenomics on the acquisition of Genoptix and the oncology assets of Human Longevity. Mr. Brown earned his MBA from the Fuqua School of Business at Duke University and received his undergraduate business degree from the University of Texas at Austin.

Ms. Balliet, Chief Culture Officer, joined NeoGenomics in 2008 as Director, Human Resources. Since then, she was appointed as Vice President, Human Resources in 2015 and then Chief Culture Officer in 2016. Ms. Balliet has managed human resources as the Company has grown from 100 employees to more than 2,100 employees. She is responsible for all areas of Human Resources, including recruiting, training, compensation, incentive plans, and organizational development. Ms. Balliet received her Bachelor of Science degree in Psychology and her Master of Science degree in Business Management from the University of Florida.

About NeoGenomics, Inc.

NeoGenomics, Inc. specializes in cancer genetics testing and information services, providing one of the most comprehensive oncology-focused testing menus in the world for physicians to help them diagnose and treat cancer. The Company's Pharma Services Division serves pharmaceutical clients in clinical trials and drug development.

NeoGenomics is committed to connecting patients with life altering therapies and trials. We believe that, together, with our partners, we can help patients with cancer today and the next person diagnosed tomorrow. In carrying out these commitments, NeoGenomics seeks to adhere to all relevant data protection laws, provides transparency and choice to patients regarding the handling and use of their data through our [Notice of Privacy Practices](#), and has invested in leading technologies to help ensure the data we maintain is secured at all times.

Headquartered in Fort Myers, FL, NeoGenomics operates CAP accredited and CLIA certified laboratories in Fort Myers and Tampa, Florida; Aliso Viejo, Carlsbad and San Diego, California; Research Triangle Park, North Carolina; Houston, Texas; Atlanta, Georgia; Nashville, Tennessee; and Phoenix, Arizona; and CAP accredited laboratories in Cambridge, United Kingdom; Rolle, Switzerland; and Singapore. NeoGenomics serves the needs of 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. We routinely post information that may be important to our investors on our website at www.neogenomics.com.

About Inivata

Inivata is the liquid biopsy focused subsidiary of the NeoGenomics, Inc (NASDAQ: NEO) Group. Inivata's InVision® liquid biopsy platform unlocks essential genomic information from a simple blood draw to guide and personalize cancer treatment, monitor response and detect relapse. Inivata's technology is based on pioneering research from the Cancer Research UK Cambridge Institute, University of Cambridge. The personalized RaDaR™ assay allows the highly sensitive detection of residual disease and recurrence and has been granted Breakthrough Device Designation by the US FDA. The commercially available InVisionFirst®-Lung test offers best-in-class sensitivity and turnaround and provides molecular insights that enable clinicians to make more informed treatment decisions for advanced NSCLC patients. Inivata is partnering with pharmaceutical, biotechnology companies and commercial partners in a range of early and late-stage cancer development programs across a range of cancer types. Inivata has a CLIA certified, CAP accredited laboratory in Research Triangle Park, NC and R&D laboratories in Cambridge, UK.

About RaDaR™

RaDaR is Inivata's assay for the detection of molecular residual disease (MRD) and recurrence. Built on Inivata's proven InVision® liquid biopsy platform technology, RaDaR is a highly sensitive personalized assay that tracks a set of up to 48 tumor-specific variants in a patient using a liquid biopsy, allowing both detection of residual disease following curative intent or definitive treatment, and early detection of relapse. RaDaR has been granted Breakthrough Device Designation by the US FDA.

Forward Looking Statements

This press release includes forward-looking statements. These forward-looking statements generally can be identified by the use of words such as "anticipate," "expect," "plan," "could," "would," "may," "will," "believe," "estimate," "forecast," "goal," "project," "guidance," "plan," "potential" and other words of similar meaning, although not all forward-looking statements include these words. These forward-looking statements address various matters, including CEO recruiting efforts, actions to address costs, and financial guidance. Each forward-looking statement contained in this press release is subject to a number of risks and uncertainties that could cause actual results to differ materially from those expressed or implied by such statement. Applicable risks and uncertainties include, among others, the Company's ability to identify and recruit CEO candidates, the Company's ability to execute on cost reduction initiatives successfully, the Company's ability to continue gaining new customers, respond to the effects of the COVID-19 outbreak, offer new types of tests, integrate its acquisitions and otherwise implement its business plan, and the risks identified under the heading "Risk Factors" in the Company's Annual Report on Form 10-K for the year ended December 31, 2021 filed with the SEC on February 25, 2022, as well as the other information we file with the SEC.

We caution investors not to place undue reliance on the forward-looking statements contained in this press release. You are encouraged to read our filings with the SEC, available at www.sec.gov, for a discussion of these and other risks and uncertainties. The forward-looking statements in this press release speak only as of the date of this document (unless another date is indicated), and we undertake no obligation to update or revise any of these statements. Our business is subject to substantial risks and uncertainties, including those referenced above. Investors, potential investors, and others should give careful consideration to these risks and uncertainties.

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