
**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): January 4, 2018

OraSure Technologies, Inc.
(Exact Name of Registrant as Specified in Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-16537
(Commission
File Number)

36-4370966
(I.R.S. Employer
Identification No.)

220 East First Street
Bethlehem, Pennsylvania
(Address of Principal Executive Offices)

18015-1360
(Zip Code)

Registrant's telephone number, including area code: 610-882-1820

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

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

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

Emerging growth company

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

Item 1.01 – Entry into a Material Definitive Agreement.

On January 4, 2018, OraSure Technologies, Inc. (the “Company”) announced a succession plan for its President and Chief Executive Officer (“CEO”) and for its Chief Financial Officer (“CFO”) and Chief Operating Officer. Pursuant to this plan, Stephen S. Tang, Ph.D., who currently serves as a member of the Company’s Board of Directors (the “Board”), as the Chairman of the Board and as a member of the Audit and Nominating and Corporate Governance Committees, has been appointed by the Board as the Company’s new President and CEO, effective as of April 1, 2018. Dr. Tang will replace Douglas A. Michels, who will retire as President and CEO, and as a member of the Board, on March 31, 2018. In addition, Ronald H. Spair, the Company’s CFO and Chief Operating Officer, will be retiring in 2018 with his exact retirement date to be determined based on the timing for the Company’s appointment of a new CFO.

In connection with the foregoing, the Company has entered into (i) an Employment Agreement, dated as of January 3, 2018 (the “Employment Agreement”), with Dr. Tang, and (ii) a Retirement Agreement, dated as of January 3, 2018 (the “Retirement Agreement”), with Mr. Michels.

Employment Agreement

Pursuant to the Employment Agreement, Dr. Tang will receive (i) an annual base salary of \$565,000, (ii) an annual cash bonus opportunity under the Company’s annual incentive plan with a bonus target of 85% of his base salary, and (iii) annual equity awards under the Company’s long-term incentive policy ranging from 150% to 250% of his base salary (with a target of 200%). The Employment Agreement has an initial term of 3 years and will automatically renew for successive 1-year periods unless the Company elects not to renew or the Employment Agreement is otherwise terminated pursuant to its terms.

Dr. Tang will also receive sign-on compensation consisting of a cash bonus of \$230,000 and an award of 37,116 shares of restricted stock (valued at \$700,000 based on the average of the high and low sales prices of the Company’s Common Stock on December 29, 2017). The award of restricted stock will be made on Dr. Tang’s employment date and will vest on the fifth anniversary of the grant date.

In the event Dr. Tang’s employment is terminated without “cause” or for “good reason,” if such termination does not occur during a “change of control period” (all such terms as defined in the Employment Agreement), Dr. Tang will be entitled to a lump sum payment equal to 18 months of his annual salary, a cash bonus for the calendar year during which the termination occurs equal to his target bonus for such year, and reimbursement for certain COBRA premiums. In the event such termination takes place during a “change of control period,” Dr. Tang will receive a lump sum payment equal to 36 months of his annual salary, and the other severance payments will remain the same. In addition, in connection with a termination “not for cause” or for “good reason,” during a “change of control period,” Dr. Tang’s unvested equity awards will immediately vest. In the event Dr. Tang does not receive his onboarding grant of restricted stock under certain circumstances specified in the Employment Agreement, he will receive a cash payment in lieu of such award.

The foregoing description is qualified in its entirety by reference to the specific terms of the Employment Agreement, a copy of which is attached as Exhibit 10.1 to this Report and incorporated by reference herein.

Retirement Agreements

Pursuant to the Retirement Agreement, in recognition of Mr. Michels’ long service to the Company and in consideration of his performance of certain transitional services for Dr. Tang and the Board, the Board has agreed to the following:

- i. The unvested portions of stock options and time-vested restricted stock (“Restricted Stock”) awards received by Mr. Michels prior to the date of the Retirement Agreement will vest in full as of his retirement date.
- ii. The unvested portions of performance-vested restricted units (“PVRUs”) received by Mr. Michels prior to the date of the Retirement Agreement will vest in full three years after the grant date, subject to the satisfaction of performance measures applicable to such PVRUs, in accordance with the original terms of the relevant award agreement pursuant to which such PVRUs were granted to Mr. Michels, but without the requirement that Mr. Michels continue to be employed by the Company after his retirement date.

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- iii. Mr. Michels will receive his normal annual equity award in 2018 for his performance during 2017 pursuant to the Company's Long-Term Incentive Policy ("LTIP") ("2018 LTIP Award"), with a grant date value at least equal to 200% of Mr. Michels' base salary. Consistent with past practices, the 2018 LTIP Award will consist of 50% Restricted Stock and 50% PVRUs. The terms and conditions of the 2018 LTIP Award will be the same as the 2018 awards made to other senior executives under the LTIP, except that (a) the Restricted Stock portion of the award will vest on Mr. Michels' retirement date and (b) the PVRUs will vest three years after the grant date, subject to the satisfaction of performance measures determined by the Board, but without the requirement that Mr. Michels continue to be employed by the Company after his retirement date.
 - iv. Mr. Michels will receive a pro-rated bonus payment under the Company's 2018 Incentive Plan equal to (a) 85% of his base salary, subject to adjustment to reflect actual bonus pool funding approved by the Board, multiplied by (b) the number of days Mr. Michels remains employed during 2018 to and including his retirement date, divided by 365.
 - v. If after retirement Mr. Michels elects to receive continuation coverage under the Company's group health plan pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA") and maintains such coverage for the full period permitted by law, he will have the right to elect to continue such coverage at his own cost and expense under the terms of the Company's group health plan.

The foregoing description is qualified in its entirety by reference to the specific terms of the Retirement Agreement, a copy of which is attached as Exhibit 10.2 to this Report and incorporated by reference herein.

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

As noted above, on January 4, 2018, OraSure Technologies, Inc. announced a management succession plan pursuant to which Stephen S. Tang, Ph.D. has been appointed as the Company's new President and CEO, effective as of April 1, 2018. Dr. Tang will replace Douglas A. Michels, who will retire as President and CEO and as a member of the Company's Board of Directors on March 31, 2018.

Dr. Tang, age 57, is currently a Director and serves as Chairman of the Board and as a member of the Audit and the Nominating and Corporate Governance Committees. Upon assuming the position of President and CEO, Dr. Tang will continue as a Director, but will no longer serve as Chairman or as a member of any Board committee.

Since January 2008, Dr. Tang has served as President and CEO of The University City Science Center, an urban research park and business incubator owned by over thirty leading universities, medical schools and health networks in the greater Philadelphia, Pennsylvania area. Prior to that, Dr. Tang held senior management and business development positions with several firms in the life sciences industry, including Olympus America, Inc., Millennium Cell Inc. and A.T. Kearney Inc. Dr. Tang holds a B.S. degree in Chemistry from The College of William and Mary, an M.S. degree and Ph.D. in Chemical Engineering from Lehigh University and an MBA from The Wharton School of Business at the University of Pennsylvania.

There are no arrangements or understandings between Dr. Tang and any other person pursuant to which he was selected as an officer of the Company. Dr. Tang does not have any familial relationship with any member of the Board or executive officer of the Company, and there are no transactions in which Dr. Tang has an interest requiring disclosure under Item 404(a) of Regulation S-K.

A brief description of the material terms of the Employment Agreement with Dr. Tang is set forth in Item 1.01 above, and is incorporated by reference herein. The foregoing description is qualified in its entirety by reference to the specific terms of the Employment Agreement, a copy of which is attached as exhibit 10.1 to this Report and incorporated by reference herein.

Pursuant to the succession plan, the Company also announced that Ronald H. Spair, the Company's CFO and Chief Operating Officer, will retire in 2018 with a specific retirement date to be determined based on the timing for the Company's appointment of a new CFO to replace Mr. Spair. During the period prior to his retirement, Mr. Spair will continue to perform his normal duties and will assist the Company in identifying his successor.

A press release announcing Dr. Tang's appointment and the planned retirements of Mr. Michels and Mr. Spair is attached as Exhibit 99.1 to this Report and incorporated by reference herein.

Item 7.01 – Regulation FD Disclosure.

On January 4, 2018, the Company held a webcast conference call with analysts and investors, during which Douglas A. Michels, the Company's President and Chief Executive Officer, and Stephen S. Tang, Ph.D., the Chairman of the Company's Board of Directors, discussed the management succession plan and updated revenue financial guidance for the fourth quarter of 2017. A copy of the prepared remarks of Mr. Michels and Dr. Tang is attached as Exhibit 99.2 to this Form 8-K and is incorporated herein by reference.

The information in this Item and attached Exhibit shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934 or otherwise subject to the liabilities of that Section, nor shall such information and Exhibit be deemed incorporated by reference in any filing under the Securities Act of 1933, except as shall be expressly set forth by specific reference in such a filing. The fact that the information and Exhibit are being furnished should not be deemed an admission as to the materiality of any information contained therein. The Company undertakes no duty or obligation to publicly update or revise the information contained in this Current Report or attached Exhibit.

Item 9.01 – Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit Number</u>	<u>Description</u>
10.1	<u>Employment Agreement, dated as of January 3, 2018, between OraSure Technologies, Inc. and Stephen S. Tang, Ph.D.</u>
10.2	<u>Retirement Agreement, dated as of January 3, 2018, between OraSure Technologies, Inc. and Douglas A. Michels.</u>
99.1	<u>Press Release dated January 4, 2018, announcing the management succession plan and updated revenue guidance for the fourth quarter of 2017.</u>
99.2	<u>Prepared Remarks of Douglas A. Michels and Stephen S. Tang, Ph.D., for the OraSure Technologies, Inc. Analyst/Investor Conference Call Held January 4, 2018.</u>

Signatures

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

ORASURE TECHNOLOGIES, INC.

Date: January 4, 2018

By: /s/ Jack E. Jerrett

Jack E. Jerrett
Senior Vice President, General Counsel and Secretary

EMPLOYMENT AGREEMENT

This Employment Agreement (this "Agreement") is entered into as of January 3, 2018 (the "Effective Date"), between Stephen S. Tang ("Employee") and OraSure Technologies, Inc., a Delaware corporation (the "Company").

WHEREAS, the parties wish to set forth the terms of their relationship and to enter into this Agreement and a confidentiality agreement of even date herewith (the "Confidentiality Agreement").

NOW, THEREFORE, intending to be legally bound, the parties set forth below the terms and conditions of Employee's relationship with the Company.

1. Services.

1.1 Employment. The Company agrees to employ Employee as President and Chief Executive Officer of the Company, and Employee hereby accepts such employment in accordance with the terms and conditions of this Agreement. Employee shall begin his employment with the Company by April 1, 2018, or such earlier date as may be agreed to by the parties ("Employment Date"). During his employment and for as long as Employee holds the position of Chief Executive Officer and receives the required votes from the Company's stockholders, Employee shall continue to serve as a member of the Company's Board of Directors (the "Board of Directors").

1.2 Duties. Employee shall have the position named in Section 1.1 with such powers and duties appropriate to such office (a) as otherwise set forth in Exhibit A attached to this Agreement, and (b) as otherwise determined by the Board of Directors from time to time. Employee's primary place of work shall be the Company's headquarters, at its present location in Bethlehem, Pennsylvania. Subject to the provisions of Section 6 hereof, Employee's position and duties may be changed and Employee's primary place of work may be relocated from time to time during the Term (as defined below) of this Agreement.

1.3 Outside Activities. Employee shall obtain the consent of the Board of Directors before he engages, either directly or indirectly, in any other professional or business activities that may require an appreciable portion of Employee's time, except for (i) reasonable time devoted to volunteer services for or on behalf of such religious, educational, non-profit and/or other charitable organizations as Employee may wish to serve; and (ii) reasonable time devoted to activities in the non-profit and business communities. Notwithstanding the foregoing, (a) Employee may engage in the outside activities described in clauses (i) and (ii) above only to the extent such activities do not materially interfere with Employee's ability to perform his responsibilities as President and Chief Executive Officer of the Company and (b) for the period from the Employment Date until June 30, 2018 Employee shall be permitted to provide ongoing reasonable transition services on a part time basis to his prior employer.

1.4 Direction of Services. Employee shall at all times report directly to, and discharge his duties in consultation with and under the supervision and direction of, the Board of Directors.

2. **Term.** The initial term of this Agreement shall begin as of the Employment Date and end on the third anniversary of the Employment Date, unless Employee's employment is sooner terminated in accordance with Section 6 below (the "Initial Term"). Thereafter, this Agreement shall automatically renew and Employee's employment shall continue for successive one-year terms (each, a "Renewal Term" and together with the Initial Term, the "Term") unless the Company gives Employee written notice of the Company's intent not to renew this Agreement at least 90 days before the expiration of the Initial Term or any Renewal Term, or Employee's employment under this Agreement is terminated in accordance with Section 6 below.

3. Compensation and Expenses.

3.1 **Salary.** As compensation for services under this Agreement, the Company shall pay to Employee a regular salary of \$565,000 per annum. Such salary will be subject to review by the Board of Directors on an annual basis and may be increased from time to time in the discretion of the Board of Directors. Any reduction shall be subject to the provisions of Good Reason (as defined below) and Section 6 below. Payment shall be made in accordance with the Company's normal payroll practices as in effect from time to time, less all amounts required by law or authorized by Employee to be withheld or deducted. For all purposes under this Agreement, the term "salary" shall mean the regular annual compensation of Employee payable under this Section 3.1, as increased.

3.2 **Bonus.** The Company shall establish an incentive plan each year for the payment of cash bonuses to senior executive officers (each, a "Bonus Plan"), on such terms as may be approved by the Board of Directors or its compensation committee (the "Compensation Committee") in its sole discretion. In addition to the salary described in Section 3.1 above, Employee shall be entitled to participate in each Bonus Plan, subject to its terms; provided that (a) Employee shall have a target bonus amount as determined by the Board of Directors or Compensation Committee under each Bonus Plan which is at least equal to 85% of Employee's salary and (b) cash bonuses payable to Employee under each Bonus Plan shall be determined in the same manner as the cash bonuses paid to other senior executive officers of the Company under the applicable Bonus Plan with respect to the same time period.

3.3 **Long-Term Incentive Awards.** Employee shall be entitled to participate in the Long-Term Incentive Policy or comparable long-term incentive equity policy or plan (the "LTIP") that may from time to time be adopted by the Board of Directors or the Compensation Committee, in its sole discretion; provided that (a) Employee shall be entitled to awards valued under each LTIP ranging from at least 150% to 250% of his salary (with target set at least at 200% of salary), as determined by the Board of Directors and (b) equity awards or other benefits provided to Employee under each such LTIP shall be determined in the same manner as the awards or other benefits provided under such policies or plans to other senior executive officers of the Company with respect to the same time period. All equity awards granted to Employee on or after the Effective Date, including those provided for in Sections 4.1 and 4.2, shall, to the extent then unvested, immediately vest (i) in the event of a Change of Control (as defined herein) or (ii) in the event Employee's employment is terminated for Good Reason (as defined herein) pursuant to Section 6.4 or without Cause (as defined herein) pursuant to Section 6.5 during a Change of Control Period (as defined herein), and 50% of such awards

shall, to the extent then unvested, immediately vest) in the event Employee's employment is terminated for death or Disability pursuant to Section 6.1, Good Reason pursuant to Section 6.4 or without Cause pursuant to Section 6.5 during any period other than a Change of Control Period.

3.4 Additional Employee Benefits. Employee shall be entitled to receive or participate in any additional benefits, including without limitation medical and dental insurance programs, qualified and non-qualified profit sharing or pension plans, disability plans, medical reimbursement plans, and life insurance programs, which may from time to time be made available by the Company to other senior executive officers. The Company may change or discontinue such benefits at any time in its sole discretion; provided that additional benefits provided to Employee shall be determined in the same manner as the benefits provided to other senior executive officers of the Company under such plans with respect to the same time period.

3.5 Expenses. The Company shall reimburse Employee for all reasonable and necessary expenses incurred in carrying out his duties under this Agreement, subject to compliance with the Company's reasonable policies relating to expense reimbursement. Expenses subject to reimbursement under this Section 3.5 shall include, but not be limited to, the cost of business-related travel, lodging and meals and the fees and expenses incurred by Employee to maintain his membership in professional associations and obtain continuing professional education reasonably required in connection with Employee's performance of his duties under this Agreement. All reimbursements under this Section 3.5 will be made as soon as practicable after submission of any required documentation, in compliance with the Company's reasonable policies relating to expense reimbursement.

3.6 Fees. From and after the Employment Date, all compensation earned by Employee, other than pursuant to this Agreement, as a result of services performed on behalf of the Company or as a result of or arising out of any work done by Employee in any way related to the scientific or business activities of the Company shall belong to the Company. Employee shall pay or deliver such compensation to the Company promptly upon receipt. For the purposes of this provision, "compensation" shall include, but is not limited to, all professional and nonprofessional fees, lecture fees, expert testimony fees, publishing fees, royalties, and any related income, earnings, or other things of value; and "scientific or business activities of the Company" shall include, but not be limited to, any project or projects in which the Company is involved and any subject matter that is directly or indirectly researched, tested, developed, promoted, or marketed by the Company but shall not include any speaking arrangements pertaining to Employee's role as either a community or a minority leader and for which Employee may receive a fee.

4. Onboarding Compensation.

4.1 Restricted Share Grant. On or as soon as practicable after the Employment Date, Employee shall be granted shares of restricted stock under the Company's stock award plan for 37,116 shares (the "Initial Grant"). The Initial Grant shall vest five (5) years from the date of grant.

4.2 Sign-On Bonus. The Company agrees to pay Employee a cash sign-on bonus in the amount of \$230,000. Such payment shall be made within seven days of the Effective Date provided that, Employee shall repay the gross amount of the Sign-On Bonus he received if Employee does not begin his employment with the Company as of the Employment Date for any reason other than a termination pursuant to Sections 6.1, 6.4 or 6.5. Such repayment shall be made within thirty (30) days of the Employment Date. Employee shall receive a 1099 for this payment and shall be responsible for payment of all withholding, income or other taxes payable in respect of the Sign-On Bonus.

5. Confidentiality Agreement. Employee's compliance with the terms of the Confidentiality Agreement is a material requirement of this Agreement and any breach of the Confidentiality Agreement that is materially detrimental to the Company and that, if capable of being cured, is not cured within 30 days of written notice thereof from the Company to Employee, shall constitute a material breach of this Agreement. Notwithstanding the foregoing, (i) nothing in this Agreement or the Confidentiality Agreement shall prohibit the Employee from reporting possible violations of federal law or regulation to any governmental agency or entity or self-regulatory organization or making disclosures that are protected under the whistleblower provisions of federal law or regulation; and (ii) in accordance with the Defend Trade Secrets Act of 2016, Employee shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (A) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

6. Termination.

6.1 Termination Upon Death or Disability. Employee's employment under this Agreement shall terminate immediately upon Employee's death or Disability. The term "Disability" means Employee is (a) unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months; or (b) by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months, receiving income replacement benefits for a period of not less than three (3) months under an accident and health plan covering employees of the Company.

6.2 Termination by Employee. Employee may terminate his employment under this Agreement by 90 days' written notice to the Company.

6.3 Termination by the Company for Cause. Employee's employment under this Agreement may be terminated by the Company at any time for Cause. Only the following actions, failures, or events by or affecting Employee shall constitute "Cause" for termination of Employee by the Company: (i) willful and continued failure by Employee to substantially perform his duties provided herein after a written demand for substantial performance is delivered to Employee by the Board of Directors, which demand identifies with

reasonable specificity the manner in which Employee has not substantially performed his duties, and Employee's failure to comply with such demand within a reasonable time, which shall not be less than 30 days after Employee's receipt of such demand; (ii) the engaging by Employee in gross misconduct or gross negligence materially injurious to the Company, which if capable of being cured, is not cured within 30 days of written notice thereof from the Board of Directors to Employee; (iii) the commission of any act in direct competition with or materially detrimental to the best interests of the Company, which if capable of being cured, is not cured within 30 days of written notice thereof from the Board of Directors to Employee; or (iv) Employee's conviction of having committed a felony. Notwithstanding the foregoing, Employee shall not be deemed to have been terminated by the Company for Cause unless and until there shall have been delivered to him a copy of a resolution duly adopted by the affirmative vote of not less than a majority of the entire membership of the Board of Directors of the Company (excluding Employee) finding that, in the good faith opinion of the Board of Directors, the Company has Cause for the termination of the employment of Employee as set forth in any of clauses (i) through (iv) above and specifying the particulars thereof in reasonable detail.

6.4 Termination by Employee With Good Reason. Employee may terminate his employment under this Agreement for Good Reason; provided that (i) Employee gives written notice to the Board of Directors within sixty (60) days of the event constituting Good Reason; (ii) the Company has not cured the event giving rise to such notice within 30 days of receipt of Employee's notice; and (iii) Employee resigns his employment within 30 days following the expiration of such cure period. The term "Good Reason" shall mean any of the following actions that are taken without Employee's prior written consent: (a) a material breach of this Agreement by the Company (or its successor); (b) a material diminution in Employee's base compensation or authority, duties or responsibilities, it being understood that, following a Change of Control, such a material diminution shall be deemed to have occurred if Employee no longer is appointed or ceases to function as the sole chief executive officer of the successor organization; (c) a material change in Employee's reporting obligation from the Board of Directors to another employee of the Company, it being understood that, following a Change of Control, such a material change shall be deemed to have occurred if Employee no longer reports to a board of directors of a public company; or (d) a relocation of Employee's principal worksite that increases Employee's one-way commute by more than 30 miles.

6.5 Termination by the Company Without Cause.

The Company may terminate Employee's employment under this Agreement without Cause by 90 days' written notice to Employee. In the event the Company fails to renew this Agreement pursuant to Section 2, such failure shall be deemed to be a termination of Employee's employment by the Company without Cause.

6.6 Definitions. For purposes of this Agreement, the term "Change of Control Period" shall mean the period which begins 60 days prior to the occurrence of a Change of Control and ends 18 months thereafter. For purposes of this Agreement, the term "Change of Control" shall mean a change of control of a nature that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A pursuant to the Securities Exchange Act of 1934 (the "Exchange Act"); provided, however, that a change of control shall only be deemed to have occurred at such time as (i) any person, or more than one person acting as a group

within the meaning of Section 409A of the Internal Revenue Code (the “Code”) and the regulations issued thereunder, acquires ownership of stock of the Company that, together with stock held by such person or group, constitutes more than 50 percent of the total fair market value or total voting power of the stock of the Company; (ii) any person, or more than one person acting as a group within the meaning of Code Section 409A and the regulations issued thereunder, acquires (or has acquired during the 12-month period ending on the date of the most recent acquisition) ownership of stock of the Company possessing 30 percent or more of the total voting power of the Company’s stock; (iii) a majority of the members of the Board of Directors is replaced during any 12-month period by directors whose appointment or election is not endorsed by a majority of the members of the Board of Directors before the date of the appointment or election; or (iv) a person, or more than one person acting as a group within the meaning of Code Section 409A and the regulations issued thereunder, acquires (or has acquired during the 12-month period ending on the date of the most recent acquisition) assets from the Company that have a total gross fair market value equal to or more than 40 percent of the total gross fair market value of all the assets of the Company immediately before such acquisition or acquisitions.

6.7 Compensation Upon Termination.

6.7.1 Termination Upon Death or Disability, by Employee (Other Than for Good Reason) or for Cause. In the event of a termination of Employee’s employment for any reason, Employee or his estate, as applicable shall be paid all salary pursuant to Section 3.1 through the date of termination on the next regularly scheduled payroll date following the termination date (the “Accrued Salary”). In the event of Employee’s termination for any reason, Employee or his estate as applicable, shall receive any bonus that has been approved by the Board of Directors or Compensation Committee prior to the date of termination but not yet paid (the “Accrued Bonus”) payable at the time that cash bonuses are or would otherwise be payable to other officers of the Company in respect of such year. In the event of Employee’s termination at any time under Sections 6.1 or 6.5 (or in the event of a termination in any calendar year pursuant to Sections 6.2 or 6.4 where such termination occurs after June 30 of such year), Employee or his estate, as applicable, shall receive a prorated portion of any cash bonus, at Employee’s target bonus percentage of base salary (subject to adjustment for bonus pool funding as determined by the Board of Directors), for the calendar year in which termination occurs (calculated based on the number of days in the calendar year that have passed prior to Employee’s termination), payable at the time that cash bonuses are or would otherwise be payable to other officers of the Company in respect of such year (the “Accrued Prorated Bonus”). The Accrued Salary, Accrued Bonus and Accrued Prorated Bonus (if any) are herein referred to collectively as the “Accrued Obligations.”

All salary and benefits shall cease on the date of termination under Sections 6.1, 6.2 or 6.3, subject to the terms of any benefit plans then in force and applicable to Employee, and the Company shall have no further liability or obligation hereunder by reason of such termination.

6.7.2 Termination Without Cause or Upon Good Reason. In the event of a termination of Employee’s employment with the Company pursuant to Sections 6.4 or 6.5 (in all cases, following the Effective Date), Employee:

- (i) shall receive the Accrued Obligations;

(ii) shall (A) if such termination is for Good Reason pursuant to Section 6.4 or without Cause pursuant to Section 6.5 and does not occur during a Change of Control Period, be paid a lump sum equivalent to 18 months of Employee's annual salary, or (B) if such termination is for Good Reason pursuant to Section 6.4 or without Cause pursuant to Section 6.5 and occurs during a Change of Control Period, be paid a lump sum equivalent to 36 months of the Employee's annual salary;

(iii) shall receive, as a component of severance, a cash bonus for the calendar year in which termination occurs equal to Employee's target bonus for such year established pursuant to Section 3.2;

(iv) if Employee validly elects to receive continuation coverage under the Company's group health plan pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), and if such termination is for Good Reason pursuant to Section 6.4 or without Cause pursuant to Section 6.5 and does not occur during a Change of Control Period, the Company shall reimburse Employee for the applicable premium otherwise payable for COBRA continuation coverage for such coverage for a period of 18 months after the date of termination, but only with respect to the portion of such premium that exceeds the monthly amount charged to active employees of the Company for the same coverage. If such termination is for Good Reason pursuant to Section 6.4 or without Cause pursuant to Section 6.5 and occurs during a Change of Control Period, the Company shall reimburse Employee for the applicable premium otherwise payable for COBRA continuation coverage for such coverage for a period for the shorter of either (x) 36 months after the date of termination; or (y) the date Employee is no longer eligible for COBRA, but only with respect to the portion of such premium that exceeds the monthly amount charged to active employees of the Company for the same coverage; and

(v) shall receive accelerated vesting as described in Section 3.3 herein; provided, however, that if a Change of Control occurs during the period from the Effective Date through and including April 1, 2018 and Employee's employment is terminated due to such Change in Control before the grant date of the Initial Grant, Employee shall receive a lump sum cash amount equal to the greater of (x) the number of shares subject to the Initial Grant multiplied by the closing price of the Company's common stock as reported on the NASDAQ Market on the business day immediately before the closing of the Change of Control or (y) \$700,000.

The amounts payable under clauses (ii), (iii) and (iv) are collectively referred to as "severance." Subject to Section 6.8, all severance payments will be made (or commence) under this Section 6.7.2 on the 90th day after termination of employment hereunder. As a condition to receipt of severance under this Section 6.7.2, within 45 days following termination of Employee's employment, Employee shall sign, deliver and not revoke a release agreement, in the form and substance set forth in Exhibit B hereto, releasing all claims related to Employee's employment, other than those that cannot be released as a matter of law. The severance shall be in lieu of and not in addition to any other severance arrangement maintained by the Company, and shall be offset by any monies Employee may owe to the Company. The Company's obligation to pay the amounts stated in clauses (ii), (iii) and (iv) of this Section 6.7.2 shall terminate if, during the period commencing on termination of employment and continuing until all severance payments have been made by the Company, Employee fails to comply with Sections 9 or 13 of this Agreement or with the Confidentiality Agreement.

6.7.3 Parachute Payment. In the event that (i) Employee becomes entitled to any payments or benefits hereunder or otherwise from the Company or any of its affiliates which constitute a “parachute payment” as defined in Code Section 280G (the “Total Payments”) and (ii) Employee is subject to an excise tax imposed under Code Section 4999 (the “Excise Tax”), then, if it would be economically advantageous for Employee, the Total Payments shall be reduced by an amount (including zero) that results in the receipt by Employee on an after tax basis (including the applicable federal, state and local income taxes, and the Excise Tax) of the greatest Total Payments, notwithstanding that some or all of the portion of the Total Payments may be subject to the Excise Tax. If a reduction in Total Payments is required pursuant to the preceding sentence, the reduction will occur in the manner (the “Reduction Method”) that results in the greatest economic benefit for Employee. If more than one method of reduction will result in the same economic benefit, the items so reduced will be reduced pro rata (the “Pro Rata Reduction Method”). Notwithstanding the foregoing, if the Reduction Method or the Pro Rata Reduction Method would result in any portion of the Total Payments being subject to taxes pursuant to Code Section 409A (as defined below) that would not otherwise be subject to taxes pursuant to Section 409A, then the Reduction Method and/or the Pro Rata Reduction Method, as the case may be, will be modified so as to avoid the imposition of taxes pursuant to Section 409A as follows: (A) as a first priority, the modification will preserve to the greatest extent possible, the greatest economic benefit for Employee as determined on an after-tax basis; (B) as a second priority, Payments that are contingent on future events (e.g., being terminated without Cause), will be reduced (or eliminated) before Payments that are not contingent on future events; and (C) as a third priority, Payments that are “deferred compensation” within the meaning of Section 409A will be reduced (or eliminated) before Payments that are not deferred compensation within the meaning of Section 409A. All calculations hereunder shall be performed by a nationally recognized independent accounting firm selected by the Company, with the full cost of such firm being borne by the Company. Any determinations made by such firm shall be final and binding on Employee and the Company.

6.8 Section 409A. This Agreement is intended to comply with Section 409A of the Internal Revenue Code of 1986, as amended (“Code Section 409A”) (to the extent applicable) and the parties hereto agree to interpret, apply and administer this Agreement in the least restrictive manner necessary to comply therewith and without resulting in any increase in the amounts owed hereunder by the Company. Notwithstanding any other provision of this Agreement to the contrary, if Employee is a “specified employee” within the meaning of Section 409A of the Internal Revenue Code, as amended (the “Code”) at the time of Employee’s termination of employment and any payment under this Section 6 would otherwise subject Employee to any tax, interest or penalty imposed under Code Section 409A (or any regulation promulgated thereunder) if the payment or benefit would commence as set forth in this Section 6, then the payment due under this Section 6 shall not be made (or commence) until the first day which is at least six months after the date of the Employee’s termination of employment. All payments, which would have otherwise been required to be made to Employee over such six month period, shall be paid to Employee in one lump sum payment as soon as administratively feasible after the first day which is at least six months after the date of Employee’s termination

of employment with the Company. For purposes of the application of Code Section 409A, each payment in a series of payments will be deemed a separate payment. Notwithstanding anything herein to the contrary, except to the extent any expense, reimbursement or in-kind benefit provided to the Employee does not constitute “nonqualified deferred compensation” within the meaning of Code Section 409A, and its implementing regulations and guidance, (i) the amount of expenses eligible for reimbursement or in-kind benefits provided to the Employee during any calendar year will not affect the amount of expenses eligible for reimbursement or in-kind benefits provided to the Employee in any other calendar year, (ii) the reimbursements for expenses for which the Employee is entitled to be reimbursed shall be made on or before the last day of the calendar year following the calendar year in which the applicable expense is incurred and (iii) the right to payment or reimbursement or in-kind benefits hereunder may not be liquidated or exchanged for any other benefit.

7. Indemnification. The Company agrees that if Employee is made a party (or is threatened to be made a party to) any action, suit, or proceeding, whether civil, criminal, administrative, or investigative (a “Proceeding”), by reason of his service (including past service) as an officer, director, employee, agent, or the like of the Company, or is or was serving at the request of the Company as an officer, director, employee, agent, or the like of another entity, including, without limitation, as a fiduciary of an employee benefit plan sponsored or established by the Company (any such service for a subsidiary, affiliate, joint venture or other entity in which the Company has an ownership or other financial interest, or as a fiduciary of any employee benefit plan sponsored by the Company or any such other entity, shall be presumed to be at the request of the Company), whether or not the basis of such Proceeding is an act or omission alleged to have occurred while Employee was acting in an official capacity as a director, officer, employee, agent, or the like, then Employee shall be indemnified and held harmless by the Company to the fullest extent authorized by applicable law (including for all reasonable attorneys’ fees and costs incurred by Employee), and such indemnification shall continue even if Employee has ceased to be a director, officer, employee, agent, or the like of the Company for any reason.

8. Insurance. During the Term and for a period of six years thereafter (regardless of the reason for the termination of Employee’s employment), the Company shall maintain suitable directors and officers insurance coverage for Employee in his respective roles and shall name Employee as an additional insured under such insurance policies, which policies shall be no less favorable to Employee than such insurance policies that cover the Company’s directors during such time period.

9. Non-Competition. In consideration of the severance payable hereunder, during the Term and for a period of one (1) year thereafter, Employee agrees that, unless he obtains written agreement from the Company or the Board of Directors, he will not:

- a. recruit, solicit, or hire any executive or employee of the Company;
- b. induce or solicit any current or prospective customer, client, or supplier of the Company to cease being a customer, client or supplier or divert Company business away from any customer, client, or supplier of the Company; or

c. own, manage, control, work for, or provide services to any entity which competes with the Company in the market for rapid point-of-care, oral fluid diagnostic testing in the United States (the "Protected Business");

provided, however, that this Section 9: (i) shall not prevent Employee from accepting a position with and working for any other entity which competes with the Company in the Protected Business, if such business is diversified, Employee is employed in a department, division or other unit of the business that is not engaged in the Protected Business and Employee does not, directly or indirectly, provide any assistance, services, advice, consultation or information with respect to rapid point-of-care, oral fluid diagnostic testing to the department, division or unit of the business engaged in the Protected Business; and (ii) shall not prevent Employee from purchasing or owning less than five percent (5%) of the stock or other securities of any entity, provided that such stock or other securities are traded on any national or regional securities exchange or are actively traded in the over-the-counter market and registered under Section 12(g) of the Securities Exchange Act of 1934, as amended. The parties acknowledge that the non-competition agreement set forth in this Section 9 is intended to replace and supersede the non-competition provision set forth on page 1 of the Confidentiality Agreement executed contemporaneously herewith.

10. Remedies. The respective rights and duties of the Company and Employee under this Agreement are in addition to, and not in lieu of, those rights and duties afforded to and imposed upon them by law or at equity.

11. Severability of Provisions. The provisions of this Agreement are severable, and if any provision hereof is held invalid or unenforceable, it shall be enforced to the maximum extent permissible, and the remaining provisions of the Agreement shall continue in full force and effect.

12. Non-Waiver. Failure by either party at any time to require performance of any provision of this Agreement shall not limit the right of the party failing to require performance to enforce the provision. No provision of this Agreement may be waived by either party except by a writing signed by that party. A waiver of any breach of a provision of this Agreement shall be construed narrowly and shall not be deemed to be a waiver of any succeeding breach of that provision or a waiver of that provision itself or of any other provision.

13. Non-Disparagement. Both during and after his employment, Employee agrees not to disparage the Company or any of its stockholders, directors, officers, or employees, and the Company agrees not to disparage, and to cause its directors, officers and employees not to disparage, Employee. Employee and the Company agree not to make any statement or engage in any conduct that might affect adversely the business or professional reputation of the other party or, in the case of the Company, any of its stockholders, directors, officers or employees and the Company. Any breach of this Section 13 by a director, officer or employee of the Company shall be deemed to be a breach by the Company.

14. **Other Agreements.** Employee represents, warrants and, where applicable, covenants to the Company that:

(a) There are no restrictions, agreements or understandings whatsoever to which Employee is a party which would prevent or make unlawful Employee's execution of this Agreement or Employee's employment hereunder, or which is or would be inconsistent or in conflict with this Agreement or Employee's employment hereunder, or would prevent, limit or impair in any way the performance by Employee of his obligations hereunder;

(b) Employee's execution of this Agreement and Employee's employment hereunder shall not constitute a breach of any contract, agreement or understanding, oral or written, to which Employee is a party or by which Employee is bound; and

(c) Employee is free to execute this Agreement and to be employed by the Company as an employee pursuant to the provisions set forth herein.

15. **Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon the Company and Employee and their respective successors, executors, administrators, heirs and/or permitted assigns; *provided, however*, that neither Employee nor the Company may make any assignments of this Agreement or any interest herein, by operation of law or otherwise, without the prior written consent of the other party, except that, without such consent, the Company may assign this Agreement to any successor to all or substantially all the business or assets of the Company by means of liquidation, dissolution, merger, consolidation, transfer of assets, or otherwise and Employee may transfer this Agreement by will or the laws of descent and distribution. The Company will require any successor (whether direct or indirect, by merger, consolidation, transfer of assets, or otherwise) acquiring all or substantially all of the business and/or assets of the Company (whether such assets are held directly or indirectly) to assume expressly and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place. As used in this Agreement, "Company" shall mean the Company as hereinbefore defined and any successor to its business and/or assets as aforesaid which assumes and agrees to perform this Agreement by operation of law, or otherwise.

16. **Non-exclusivity of Rights.** Nothing in this Agreement shall prevent or limit Employee's continuing or further participation in any benefit, bonus, incentive, stock-based or other plan or program provided by the Company and for which Employee may qualify. Except as otherwise provided herein, amounts and benefits which are vested benefits or which Employee is otherwise entitled to receive at or subsequent to the date of termination shall be payable in accordance with such plan or program.

17. **Entire Agreement; Amendments.** This Agreement and the Confidentiality Agreement contain the entire agreement and understanding of the parties hereto relating to the subject matter hereof and thereof, and supersede all prior and contemporaneous discussions, agreements and understandings of every nature relating to the employment of Employee by the Company. This Agreement may not be changed or modified, except by an agreement in writing signed by each of the parties hereto.

18. **Consent to Suit.** Any legal proceeding arising out of or relating to this Agreement shall be instituted in the United States District Court for the Eastern District of Pennsylvania, or if such court does not have jurisdiction or will not accept jurisdiction, in any

court of general jurisdiction in the county in Pennsylvania in which the Company maintains its principal place of business, and Employee and the Company hereby consent to the personal and exclusive jurisdiction of such court and hereby waive any objection that Employee or the Company may have to personal jurisdiction, venue, and any claim or defense of inconvenient forum.

19. **Cooperation.** Employee further agrees that during and after his employment with the Company, subject to reimbursement of his reasonable expenses, he will cooperate fully with the Company and its counsel with respect to any matter (including, without limitation, litigation, investigations, or governmental proceedings) in which the Employee was in any way involved during his employment with the Company. Employee shall render such cooperation in a timely manner on reasonable notice from the Company, so long as the Company, following Employee's termination of employment, exercises commercially reasonable efforts to schedule and limit its need for Employee's cooperation under this paragraph so as not to interfere with Employee's other personal and professional commitments

20. **Counterparts and Facsimiles.** This Agreement may be executed, including execution by facsimile signature, in one or more counterparts, each of which shall be deemed an original, and all of which together shall be deemed to be one and the same instrument.

21. **Governing Law.** This Agreement shall be governed by, and enforced in accordance with, the laws of the Commonwealth of Pennsylvania without regard to the application of the principles of conflicts of laws.

22. **Reimbursement of Attorneys' Fees.** The Company shall reimburse Employee for reasonable attorneys' fees incurred in connection with the review of this Agreement up to a maximum of \$15,000 in accordance with its reimbursement policies. Employee shall provide reasonable documentation of the incurrence of such fees prior to the receipt of reimbursement.

The parties have executed this Employment Agreement as of the date stated above.

ORASURE TECHNOLOGIES, INC.

/s/ Stephen S. Tang
Stephen S. Tang

By: */s/ Ronny Lancaster*
Title: Chairman, Compensation Committee

EXHIBIT A

Specific Duties of Employee as President and Chief Executive Officer

Employee, as the President and Chief Executive Officer of the Company or the surviving entity in the event of a Change of Control, shall have duties commonly performed by a chief executive officer of a company with capital stock that is publicly traded on a national stock exchange, including, without limitation, being the individual primarily responsible for (i) overseeing the day-to-day operations, performance and direction of the Company or such surviving entity in all areas, including operations, finance, accounting, quality and regulatory; (ii) developing strategic business plans, planning and evaluating mergers, acquisitions and other strategic matters, and presenting such matters for consideration by the Board of Directors of the Company or such surviving entity; and (iii) interfacing between the Company or such surviving entity and the Board of Directors of the Company or such surviving entity.

EXHIBIT B

RELEASE AGREEMENT

THIS RELEASE AGREEMENT (the "Agreement") is entered into on this ____ day of _____, 20____, by and between Stephen S. Tang ("Executive") and OraSure Technologies, Inc., a Delaware corporation, together with each and every of its predecessors, successors (by merger or otherwise), parents, subsidiaries, affiliates, divisions and related entities, directors, officers, Executives, attorneys and agents, whether present or former (collectively the "Company");

WHEREAS, Executive is entitled to receive severance under an Employment Agreement ("Employment Agreement"), dated January 3, 2018 between Employee and the Company;

WHEREAS, Executive agrees to execute this Release Agreement as additional consideration for such severance; and

WHEREAS, capitalized terms not otherwise defined in this Agreement shall have the meanings set forth in the Employment Agreement.

NOW, THEREFORE, the parties agree as follows, in consideration of the mutual covenants and obligations contained herein, and intending to be legally held bound:

1. Consideration. In consideration for Executive's receipt of severance as provided in the foregoing Employment Agreement, Executive is willing to enter into this Agreement and provide the release set forth herein.

2. Executive's Release. Executive, on behalf of Executive, Executive's heirs, executors, successors, assigns and representatives, hereby unconditionally and irrevocably releases, settles and forever discharges the Company, together with each and every one of its predecessors, successors (by merger or otherwise), parents, subsidiaries, affiliates, divisions and related entities, and all of their directors, officers, executives, attorneys and agents, whether present or former, and benefit plans (and the administrators, fiduciaries and agents of such plans) (collectively the "Releasees"), from any and all suits, causes of action, complaints, obligations, demands, or claims of any kind, whether in law or in equity, direct or indirect, known or unknown, suspected or unsuspected (hereinafter "Claims"), which the Executive ever had or now has arising out of or relating to any matter, thing or event occurring up to and including the date of this Agreement. Except as otherwise expressly provided in this Agreement, the Claims released by Executive specifically include, but are not limited to:

(a) any and all claims for wages and benefits including, without limitation, salary, stock, options, commissions, royalties, license fees, health and welfare benefits, separation pay, vacation pay, incentives, and bonuses (collectively "wage related claims") other than wage related claims that cannot be released as a matter of law;

(b) any and all claims for wrongful discharge, breach of contract (whether express or implied), or for breach of the implied covenant of good faith and fair dealing;

(c) any and all claims for alleged employment discrimination on the basis of age, race, color, religion, sex, national origin, veteran status, disability and/or handicap and any and all other claims in violation of any federal, state or local statute, ordinance, judicial precedent or executive order, including but not limited to claims under the following statutes: Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.*, the Civil Rights Act of 1866, 42 U.S.C. § 1981, the Age Discrimination in Employment Act, 29 U.S.C. § 621 *et seq.*, the Older Workers Benefit Protection Act, 29 U.S.C. § 626(f), the Americans with Disabilities Act, 42 U.S.C. § 12101 *et seq.*, the Family and Medical Leave Act of 1993, the Fair Labor Standards Act, the Employee Retirement Income Security Act of 1974, or any comparable statute of any other state, country, or locality except as required by law, but excluding claims for vested benefits under the Company's pension plans;

(d) any and all claims under any federal, state or local statute or law;

(e) any and all claims in tort (including but not limited to any claims for misrepresentation, defamation, interference with contract or prospective economic advantage, intentional or negligent infliction of emotional distress, duress, loss of consortium, invasion of privacy and negligence);

(f) any and all claims for attorneys' fees and costs; and

(g) any and all other claims for damages of any kind.

It is the intention of Executive and the Company that the language relating to the description of released claims in this Section shall be accorded the broadest possible interpretation. Notwithstanding the foregoing, nothing contained in this paragraph shall apply to, or shall release the Company from, (i) any obligation of the Company under this Agreement, or the Employment Agreement; (ii) any accrued or vested benefit of Executive pursuant to any employee benefit plan of the Company, including any benefit not yet due and payable; (iii) any obligation of the Company under existing stock options, restricted stock or other stock awards; or (iv) any right to indemnification under the Agreement, the By-Laws or Certificate of Incorporation of the Company or any subsidiary or any insurance policy maintained by the Company or any subsidiary or other entity.

3. Acknowledgment. Executive understands that his release extends to all of the aforementioned Claims which arose on or before the date of this Agreement, whether now known or unknown, suspected or unsuspected, and that this constitutes an essential term of this Agreement. Executive further understands and acknowledges the significance and consequence of this Agreement and of each specific release and waiver, and expressly consents that this Agreement shall be given full force and effect according to each and all of its express terms and provisions, including those relating to unknown and unsuspected claims, demands, obligations, and causes of action, if any, as well as those relating to any other claims, demands, obligations or causes of action hereinabove specified.

4. Remedies. All remedies at law or in equity shall be available to the Company for the enforcement of this Agreement. This Agreement may be pleaded as a full bar to the enforcement of any claim that Executive may assert against the Company in violation of this Agreement.

5. Promise not to Sue.

(a) Executive agrees and covenants not to file, initiate, or join any lawsuit (individually, with others, or as part of a class), in any forum, pleading, raising, or asserting any claim(s) barred or released by this Agreement. If Executive does so, and the action is found to be barred in whole or in part by this Agreement, Executive agrees to pay the attorneys' fees and costs, or the proportions thereof, incurred by the applicable Releasee in defending against those claims that are found to be barred by this Agreement. While this Agreement will serve to release any ADEA claims, the attorneys' fees/cost shifting provision set forth in this paragraph will not apply to any claims challenging the validity of the release contained in this Agreement under the ADEA.

(b) Notwithstanding any of the foregoing to the contrary, nothing in this Agreement or otherwise shall prohibit Executive from (a) reporting possible violations of federal law or regulation to any governmental agency or entity or self-regulatory organization (including but not limited to the Department of Justice, the Securities and Exchange Commission, Congress and any agency Inspector General), or making other disclosures that are protected under the whistleblower provisions of federal law or regulations (it being understood that Executive does not need the prior authorization of the Company to make any such reports or disclosures or to notify the Company that Executive has made such reports or disclosures), or (b) providing truthful testimony or statements to the extent, but only to the extent, required by applicable law, rule, regulation, legal process or by any court, arbitrator, mediator or administrative, regulatory, judicial or legislative body (including any committee thereof) with apparent jurisdiction (provided, however, that in such event, except as set forth in the foregoing clause (a) above, Executive will give the Company prompt written notice thereof prior to such disclosure so that the Company may seek appropriate protection for such information). However, Executive acknowledges and agrees that Executive shall not seek or accept and waives any rights to any relief obtained on Executive's behalf in any proceeding by any government agency (including the Equal Employment Opportunity Commission), private party, class, or otherwise with respect to any claims covered by the release in Section 2 of this Agreement.

6. No Admissions. Neither the execution of this Agreement by the Company, nor the terms hereof, constitute or should be construed to constitute any admission or evidence of any wrongdoing, liability or violation of any federal, state or local law or the common law on the part of the Company.

7. Confidentiality. To the extent not otherwise made public by the Company or permitted by this Agreement, Executive shall not disclose or publicize the terms or fact of this Agreement or any circumstances related to the termination of Executive's employment, directly or indirectly, to any person or entity, except to Executive's attorney, spouse, and to others as required by law. Executive is specifically prohibited from disclosing the facts or terms of this Agreement to any former or present executive of the Company except as required by law.

8. Non-Disparagement. Executive agrees not to disparage the Company or any of its stockholders, directors, officers, or employees, and the Company agrees not to disparage, and to cause its directors, officers and employees not to disparage, Executive. Executive and the Company agree not to make any statement or engage in any conduct that might affect adversely the business or professional reputation of the other party or, in the case of the Company, any of its stockholders, directors, officers or employees and the Company. Any breach of this Section 8 by a director, officer or employee of the Company shall be deemed to be a breach by the Company. Nothing in this Agreement limits, restricts or in any other way affects Executive's right to communicate with any governmental agency or entity, or engage in whistleblower activities.

9. Entire Agreement. This Agreement, together with the terms of the Employment Agreement, contains the entire agreement of the parties with respect to the subject matter hereof, supersedes any prior agreements or understandings with respect to the subject matter hereof, and shall be binding upon their respective heirs, executors, administrators, successors and assigns. For the avoidance of doubt, Executive agrees that the obligations contained in this Agreement (including without limitation under Section 6 of this Agreement) are in addition to, and not in lieu of, any obligations Executive may have as the result of any confidentiality, non-disparagement, nondisclosure or restrictive covenant agreements with the Company or as a matter of law, including without limitation under Executive's Confidentiality Agreement with the Company dated XX and the Employment Agreement.

10. Severability. If any term or provision of this Agreement shall be held to be invalid or unenforceable for any reason, the validity or enforceability of the remaining terms or provisions shall not be affected, and such term or provision shall be deemed modified to the extent necessary to make it enforceable.

11. Advice of Counsel; Revocation Period. Executive is hereby advised to seek the advice of counsel. Executive acknowledges that he is acting of his own free will, that he has been afforded a reasonable time to read and review the terms of this Agreement, and that Executive is voluntarily entering into this Agreement with full knowledge of its provisions and effects. Executive intends that this Agreement shall not be subject to any claim for duress. Executive further acknowledges that he has been given at least [twenty-one (21)/forty-five (45)] days within which to consider this Agreement and that if Executive decides to execute this Agreement before the twenty-one day period has expired, Executive does so voluntarily and waives the opportunity to use the full review period. Executive also acknowledges that he has seven (7) days following his execution of this Agreement to revoke acceptance of this Agreement, with the Agreement not becoming effective until the revocation period has expired. If Executive chooses to revoke his acceptance of this Agreement, he should provide written notice to:

General Counsel
OraSure Technologies, Inc.
220 East First Street
Bethlehem, Pennsylvania 18015

12. Amendments. Neither this Agreement nor any term hereof may be orally changed, waived, discharged, or terminated, and may be amended only by a written agreement between the parties hereto.

13. Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to the conflict of law principles of any jurisdiction.

14. Legally Binding. The terms of this Agreement contained herein are contractual, and not a mere recital.

IN WITNESS WHEREOF, the parties, acknowledging that they are acting of their own free will, have caused the execution of this Agreement as of this day and year written below.

OraSure Technologies, Inc.

By: _____

Name: _____

Title: _____

Dated: _____

Stephen S. Tang

Dated: _____

RETIREMENT AGREEMENT

This Retirement Agreement (“Agreement”) is made as of January 3, 2018, by and between Douglas A. Michels (“Executive”) and OraSure Technologies, Inc. (collectively, with its predecessors, successors, affiliates and subsidiaries, the “Company”) (jointly referred to as the “Parties” and singularly as a “Party”):

RECITALS

WHEREAS, Executive has been employed by the Company as its President and Chief Executive Officer and has served as a member of its Board of Directors; and

WHEREAS, Executive and the Company are currently parties to an Employment Agreement, dated as of June 24, 2004, as amended (the “Employment Agreement”); and

WHEREAS, Executive will retire from the Company and resign from its Board of Directors effective as of March 31, 2018, or such other date as may be agreed to by Executive and the Company (the “Retirement Date”); and

WHEREAS, in consideration of Executive’s service to the Company and his retirement, Executive and the Company have entered into this Agreement to set forth the terms and conditions of Executive’s employment between the date hereof and the Retirement Date (the “Transition Period”) and the amicable termination of Executive’s employment as of the Retirement Date.

NOW THEREFORE, in consideration of the mutual promises made herein, intending to be legally bound, the Parties hereby agree as follows:

COVENANTS

1. **Termination of Employment and Resignation.** Executive hereby retires and terminates his employment, and resigns all offices, titles and positions with the Company, including as a member of the Company’s Board of Directors, as of the Retirement Date. Such termination of employment and resignation by Executive shall constitute a voluntary termination and resignation by Executive. Executive agrees that his termination of employment and resignation as provided above shall not constitute a termination of his employment under Sections 6.1, 6.3, 6.4 or 6.5 of the Employment Agreement and that no severance or other amounts are payable in connection with such termination under Sections 6 or 7 of the Employment Agreement or otherwise.
2. **Service During Transition Period.** During the Transition Period, Executive agrees to continue to perform his duties as President and Chief Executive officer of the Company in accordance with the Employment Agreement and to assist the Company in the transition of duties and responsibilities to its new President and Chief Executive Officer.
3. **Compensation Upon Retirement.** In consideration of Executive’s retirement on the Retirement Date and Executive fulfilling his obligations under this Agreement including his obligations during the Transition Period, and subject to Executive executing the General Release

attached as Exhibit A hereto in accordance with Section 10 of this Agreement and such General Release becoming effective on the eighth day after execution thereof without Executive exercising his right to revoke such General Release, Executive shall be entitled to the items of compensation set forth in Sections 4, 5, 6 and 7 of this Agreement. Executive and the Company acknowledge and agree that Executive would not be entitled to all of such items of compensation had he not executed this Agreement and the General Release and that such items of compensation constitute compensation to which Executive is not otherwise entitled.

4. Treatment of Outstanding Equity Awards. Subject to the requirements of Section 3, (i) the unvested portions of all awards of options to purchase the Company's common stock ("Stock Options") and all awards of time-vested restricted stock ("Restricted Stock") granted to Executive prior to the date of this Agreement and which are outstanding and unvested as of the Retirement Date, shall vest in full on the Retirement Date and (ii) all awards of performance-vested restricted units ("PVRUs") granted to Executive prior to the date of this Agreement and which are outstanding and unvested as of the Retirement Date, shall vest in full three years after the grant date in accordance with the terms of the relevant agreement pursuant to which such PVRUs were granted to Executive and the terms of the Company's Stock Award Plan ("Award Plan") without the requirement that Executive continue to be employed by the Company after the Retirement Date. The vesting of PVRUs shall also be subject to the satisfaction of the relevant performance measures applicable to such PVRUs, as specified in the applicable award agreement. Any shares of the Company's Common Stock that vest with respect to such PVRUs shall be paid out and delivered to Executive at the same time and in the same manner as such awards are paid to other Company senior executives in accordance with the applicable award agreements and the Award Plan, consistent with past practices.

5. 2018 Equity Award. Subject to the requirements of Section 3, Executive shall receive a normal annual equity award in 2018 for performance in 2017 pursuant to the Company's Long-Term Incentive Policy ("LTIP") as provided in this Section 5 ("2018 LTIP Award"). The 2018 LTIP Award shall have a grant date value at least equal to Executive's target of 200% of base salary under the LTIP, shall consist of 50% Restricted Stock and 50% PVRUs and shall be awarded at the same time as the annual 2018 LTIP awards are granted to other Company senior executives. Consistent with past practices, the PVRUs shall vest three years after the grant date so long as certain performance metrics are met as determined by the Board of Directors. The terms and conditions of the 2018 LTIP Award shall be the same as the 2018 awards made to other senior executives under the LTIP, except that (i) the portion of the 2018 LTIP Award consisting of Restricted Stock shall vest as of the Retirement Date and (ii) the portion of the 2018 LTIP Award consisting of PVRUs shall vest in accordance with the terms of the applicable award agreement without the requirement that Executive continue to be employed by the Company after the Retirement Date. Any shares of the Company's Common Stock that vest with respect to PVRUs contained in the 2018 LTIP Award shall be paid out and delivered to Executive at the same time and in the same manner as such awards are paid to other Company senior executives in accordance with the applicable award agreements and the Award Plan, consistent with past practices

6. 2018 Bonus. Executive shall receive a pro-rated bonus payment under the Company's 2018 Incentive Plan ("2018 IP") equal to 85% of his base salary, subject to adjustment to reflect the actual bonus pool funding under the 2018 IP approved by the Company's Board of Directors,

multiplied by (i) the number of days Executive remains employed during 2018 to and including the Retirement Date divided by (B) 365 ("2018 Bonus"). Payment of the 2018 Bonus shall be made at the same time the Company pays bonuses to other senior executives under the 2018 IP, less applicable taxes and withholdings.

7. Other Compensation. As soon as practicable after the retirement date, the Company shall pay Executive \$30,000, less applicable withholdings.

8. Health Care Continuation. If the Executive elects to receive continuation coverage under the Company's group health plan pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA") and maintains such coverage for the full period permitted by law, Executive may thereafter elect to continue such coverage at his own cost and expense under the terms of the Company's group health plan.

9. Confidential Information. Executive shall maintain the confidentiality of all of the Company's confidential and proprietary information according to the terms of his Confidentiality Agreement dated June 22, 2004 ("Confidentiality Agreement"), which is incorporated herein by reference. Executive shall also return to the Company all of the Company's property, including all confidential and proprietary information, and all documents and information that Executive obtained in connection with his employment with the Company, on or before the Retirement Date or such later date as the Company may specify. Notwithstanding the foregoing, Executive shall be entitled to retain his laptop and cell phone provided by the Company.

10. Payment of Accrued Salary and Benefits. The Company shall pay Executive all unpaid salary, accrued vacation, paid time off, and any and all other benefits or compensation that were earned, accrued or vested but unpaid as of the Retirement Date (the "Accrued Benefits") on the first normal payroll date of the Company following the Retirement Date or such other time as may be specified in the applicable plan, agreement or other arrangement governing the terms of the Accrued Benefits.

11. Release of Claims. On the Retirement Date, Executive agrees to execute the General Release attached hereto as Exhibit A and to deliver a copy thereof to the Company's General Counsel. Executive acknowledges that his agreement to execute the general Release is a material inducement for the Company to enter into this Agreement. Executive further acknowledges and agrees that the receipt of the compensation specified in Sections 4, 5, 6 and 7 of this Agreement is contingent upon Executive signing, delivering to the Company on or prior to the Retirement Date and not revoking or rescinding the General Release.

12. No Pending or Future Lawsuits. Executive represents that he has no lawsuits, claims, or actions pending in his name, or on behalf of any other person or entity, against the Company or any of the other Releasees (as defined in the General Release). Executive also represents that he does not intend to bring any claims on his own behalf or on behalf of any other person or entity against the Company or any of the other Releasees.

13. Application for Employment. Executive understands and agrees that, as a condition of this Agreement, he shall not be entitled to any employment with the Company, its subsidiaries, or any successor, and he hereby waives any alleged right of employment or re-employment with the Company, its subsidiaries or related companies, or any successor. Executive further acknowledges and agrees that the forbearance to seek future employment stated in this paragraph is purely contractual, and is in no way involuntary, discriminatory or retaliatory.

14. Assistance. Executive agrees to personally provide reasonable assistance and cooperation to the Company in activities related to the prosecution or defense of any pending or future lawsuits or claims involving the Company. The Company will reimburse Executive for any reasonable out of pocket costs and expenses incurred in connection with providing such assistance.

15. No Cooperation. Except as otherwise prohibited by law, Executive agrees that he will not knowingly counsel or assist any attorneys or their clients in the presentation or prosecution of any disputes, differences, grievances, claims, charges, or complaints by any third party against any of the Releasees, unless under a subpoena or other court order to do so. Employee agrees both to immediately notify the Company upon receipt of any such subpoena or court order, and to furnish, within three (3) business days of its receipt, a copy of such subpoena or court order to the Company. If approached by anyone for counsel or assistance in the presentation or prosecution of any disputes, differences, grievances, claims, charges, or complaints against any of the Releasees, Executive shall state no more than that he cannot provide counsel or assistance.

16. Non-Disparagement. At no time before, on or after the Retirement Date shall Executive publish or otherwise transmit any disparaging, derogatory or defamatory remarks, comments or statements, whether written or oral, regarding the Company, its affiliates or their respective officers, directors, employees, consultants, reputations, products, operations, procedures, policies or services, which are reasonably likely to (i) damage the reputation of the Company or its affiliates or (ii) interfere with the contracts or business relationships of the Company or its affiliates. This paragraph shall not restrict or prevent Executive from providing truthful testimony as required by court order or other legal process.

17. Attorneys' Fees and Costs. Except as otherwise provided herein, in the event that either Party brings an action to enforce or effect its rights under this Agreement, the prevailing Party shall be entitled to recover its costs and expenses, including the costs of mediation, arbitration, litigation, court fees, plus reasonable attorneys' fees incurred in connection with such an action.

18. Arbitration. The parties agree that any and all disputes arising out of, or relating to, the terms of this Agreement, their interpretation, and any of the matters herein released, shall be subject to binding arbitration in Philadelphia, Pennsylvania before the American Arbitration Association under its Employment Arbitration Rules. The Parties agree that the prevailing Party in any arbitration shall be entitled to injunctive relief in any court of competent jurisdiction to enforce the arbitration award. The arbitrator shall have no authority to add to, subtract from, or otherwise modify the terms of this Agreement or to make awards beyond those provided for by the statute or other cause of action under which the claim arises. The Parties agree that the prevailing Party in any arbitration shall be awarded its reasonable attorneys' fees and costs to the extent permissible under the Employment Arbitration Rules. **The Parties hereby agree to waive their right to have any dispute between them resolved in a court of law by a judge or jury.** This section will not prevent either Party from seeking injunctive relief (or any other provisional remedy) from any court having jurisdiction over the Parties and the subject matter of their dispute relating to Executive's obligations under this Agreement and the agreements incorporated herein by reference.

19. Representations. Each Party represents that it has had the opportunity to consult with an attorney, and has carefully read and understands the scope and effect of the provisions of this Agreement. Neither Party has relied upon any representations or statements made by the other Party hereto which are not specifically set forth in this Agreement.

20. Severability; Substitution. In the event that any provision in this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Agreement shall continue in full force and effect without said provision so long as the remaining provisions remain intelligible and continue to reflect the original intent of the Parties.

21. Entire Agreement. This Agreement, the Employment Agreement, the Confidentiality Agreement and any and all restricted stock award agreements, restricted unit award agreements and stock option agreements represent the entire agreement and understanding between the Company and Executive concerning the subject matter of this Agreement and Executive's relationship with the Company, and supersede and replace any and all prior agreements and understandings between the Parties concerning the subject matter of this Agreement and Executive's relationship with the Company.

22. No Oral Modification. Any modification or amendment of this Agreement, or additional obligation assumed by either Party in connection with this Agreement, shall be effective only if placed in writing and signed by both Parties or their authorized representatives.

23. Section 409A. This Agreement is intended to comply with Code Section 409A (to the extent applicable) and the Parties hereto agree to interpret, apply and administer this Agreement in the least restrictive manner necessary to comply therewith and without resulting in any increase in the amounts owed hereunder by the Company. Notwithstanding anything herein to the contrary, neither the Company nor any of its affiliates shall have any liability to Executive or to any other person if the payments and benefits provided in this Agreement that are intended to be exempt from or compliant with Code Section 409A are not so exempt or compliant. Executive's right to receive installment payments hereunder shall be treated as a right to receive a series of separate payments and, accordingly, each installment payment shall at all times be considered a separate and distinct payment for purposes of Code Section 409A.

24. Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, without regard for choice of law provisions.

25. Counterparts. This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as an original and shall constitute an effective, binding agreement on the part of each of the undersigned.

26. Headings Irrelevant. The headings in this Agreement are intended as a convenience to the reader and are not intended to convey any legal meaning.

27. Voluntary Execution of Agreement. This Agreement is executed voluntarily and with the full intent of releasing all claims, and without any duress or undue influence by any of the Parties. The Parties acknowledge that:

- (a) They have read this Agreement;
- (b) They have been represented in the preparation, negotiation, and execution of this Agreement by legal counsel of their own choice or that they have voluntarily declined to seek such counsel;
- (c) They understand the terms and consequences of this Agreement and of the releases it contains; and
- (d) They are fully aware of the legal and binding effect of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below.

ORASURE TECHNOLOGIES, INC.

By: /s/ Ronny Lancaster

Name: Ronny Lancaster

Title: Chairman, Compensation Committee

Dated January 3, 2018

EXECUTIVE

/s/ Douglas A. Michels

Douglas A. Michels

Dated January 3, 2018

EXHIBIT A

RELEASE AGREEMENT

THIS RELEASE AGREEMENT (the "Agreement") is entered into on this ____ day of _____, _____, by and between Douglas A. Michels ("Executive") and OraSure Technologies, Inc., a Delaware corporation, together with each and every of its predecessors, successors (by merger or otherwise), parents, subsidiaries, affiliates, divisions and related entities directors, officers, Executives, attorneys and agents, whether present or former (collectively the "Company");

WHEREAS, Executive is entitled to receive certain compensation under a Retirement Agreement and Release ("Retirement Agreement"), dated _____, between Executive and the Company;

WHEREAS, Executive agrees to execute this Release Agreement as additional consideration for such compensation; and

WHEREAS, capitalized terms not otherwise defined in this Agreement shall have the meanings set forth in the Retirement Agreement.

NOW, THEREFORE, the parties agree as follows, in consideration of the mutual covenants and obligations contained herein, and intending to be legally held bound:

1. Consideration. In consideration for Executive's receipt of compensation as provided in the foregoing Retirement Agreement, Executive is willing to enter into this Agreement and provide the release set forth herein.

2. Executive's Release. Executive, on behalf of Executive, Executive's heirs, executors, successors, assigns and representatives, hereby unconditionally and irrevocably releases, settles and forever discharges the Company, together with each and every one of its predecessors, successors (by merger or otherwise), parents, subsidiaries, affiliates, divisions and related entities, and all of their directors, officers, executives, attorneys and agents, whether present or former, and benefit plans (and the administrators, fiduciaries and agents of such plans) (collectively the "Releasees"), from any and all suits, causes of action, complaints, obligations, demands, or claims of any kind, whether in law or in equity, direct or indirect, known or unknown, suspected or unsuspected (hereinafter "Claims"), which the Executive ever had or now has arising out of or relating to any matter, thing or event occurring up to and including the date of this Agreement. Except as otherwise expressly provided in this Agreement, the Claims released by Executive specifically includes, but is not limited to:

(a) any and all claims for wages and benefits including, without limitation, salary, stock, options, commissions, royalties, license fees, health and welfare benefits, separation pay, vacation pay, incentives, and bonuses;

(b) any and all claims for wrongful discharge, breach of contract (whether express or implied), or for breach of the implied covenant of good faith and fair dealing;

(c) any and all claims for alleged employment discrimination on the basis of age, race, color, religion, sex, national origin, veteran status, disability and/or handicap and any and all other claims in violation of any federal, state or local statute, ordinance, judicial precedent or executive order, including but not limited to claims under the following statutes: Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000e et seq., the Civil Rights Act of 1866, 42 U.S.C. §1981, the Age Discrimination in Employment Act, 29 U.S.C. §621 et seq., the Older Workers Benefit Protection Act, 29 U.S.C. §626(f), the Americans with Disabilities Act, 42 U.S.C. §12101 et seq., the Family and Medical Leave Act of 1993, the Fair Labor Standards Act, the Employee Retirement Income Security Act of 1974, or any comparable statute of any other state, country, or locality except as required by law, but excluding claims for vested benefits under the Company's pension plans;

(d) any and all claims under any federal, state or local statute or law;

(e) any and all claims in tort (including but not limited to any claims for misrepresentation, defamation, interference with contract or prospective economic advantage, intentional or negligent infliction of emotional distress, duress, loss of consortium, invasion of privacy and negligence);

(f) any and all claims for attorneys' fees and costs; and

(g) any and all other claims for damages of any kind.

It is the intention of Executive and Company that the language relating to the description of released claims in this Section shall be accorded the broadest possible interpretation. Notwithstanding the foregoing, nothing contained in this paragraph shall apply to, or shall release the Company from, (i) any obligation of the Company under this Agreement or the Retirement Agreement; (ii) any accrued or vested benefit of Executive pursuant to any employee benefit plan of the Company, including any benefit not yet due and payable; (iii) any obligation of the Company under existing stock options, restricted stock or other stock awards; or (iv) any right to indemnification under the By-Laws or Certificate of Incorporation of the Company or any subsidiary or any insurance policy maintained by the Company or any subsidiary or other entity.

3. Acknowledgment. Executive understands that his release extends to all of the aforementioned Claims which arose on or before the date of this Agreement, whether now known or unknown, suspected or unsuspected, and that this constitutes an essential term of this Agreement. Executive further understands and acknowledges the significance and consequence of this Agreement and of each specific release and waiver, and expressly consents that this Agreement shall be given full force and effect according to each and all of its express terms and provisions, including those relating to unknown and unsuspected claims, demands, obligations, and causes of action, if any, as well as those relating to any other claims, demands, obligations or causes of action herein above-specified.

4. Remedies. All remedies at law or in equity shall be available to the Company for the enforcement of this Agreement. This Agreement may be pleaded as a full bar to the enforcement of any claim that Executive may assert against the Company in violation of this Agreement.

5. Promise Not To Sue.

(a) Executive agrees and covenants not to file, initiate, or join any lawsuit (individually, with others, or as part of a class), in any forum, pleading, raising, or asserting any claim(s) barred or released by this Agreement. If Executive does so, and the action is found to be barred in whole or in part by this Agreement, Executive agrees to pay the attorneys' fees and costs, or the proportions thereof, incurred by the applicable Releasee in defending against those claims that are found to be barred by this Agreement. While this Agreement will serve to release any ADEA claims, the attorneys' fees/cost shifting provision set forth in this paragraph will not apply to any claims challenging the validity of the release contained in this Agreement under the ADEA.

(b) Notwithstanding any of the foregoing to the contrary, nothing in this Agreement or otherwise shall prohibit Executive from (a) reporting possible violations of federal law or regulation to any governmental agency or entity or self-regulatory organization (including but not limited to the Department of Justice, the Securities and Exchange Commission, Congress and any agency Inspector General), or making other disclosures that are protected under the whistleblower provisions of federal law or regulations (it being understood that Executive does not need the prior authorization of Company to make any such reports or disclosures or to notify Company that Executive has made such reports or disclosures), or (b) providing truthful testimony or statements to the extent, but only to the extent, required by applicable law, rule, regulation, legal process or by any court, arbitrator, mediator or administrative, regulatory, judicial or legislative body (including any committee thereof) with apparent jurisdiction (provided, however, that in such event, except as set forth in the foregoing clause (a) above, Executive will give Company prompt written notice thereof prior to such disclosure so that Company may seek appropriate protection for such information).

6. No Admissions. Neither the execution of this Agreement by the Company, nor the terms hereof, constitute or should be construed to constitute any admission or evidence of any wrongdoing, liability or violation of any federal, state or local law or the common law on the part of the Company.

7. Confidentiality. To the extent not otherwise made public by the Company or permitted by this Agreement, Executive shall not disclose or publicize the terms or fact of this Agreement or any circumstances related to the termination of Executive's employment, directly or indirectly, to any person or entity, except to Executive's attorney, spouse, and to others as required by law. Executive is specifically prohibited from disclosing the facts or terms of this Agreement to any former or present executive of the Company except as required by law. Executive further agrees that in the event Executive receives a subpoena, order, or other legal process seeking disclosure of the information referred to in this Agreement or Executive's Employment Agreement, within five (5) business days of such receipt then Executive shall immediately notify Company's General Counsel of such subpoena, request or order and cooperate with Company in any efforts to oppose such disclosure.

8. Entire Agreement. This Agreement, together with the terms of the Retirement Agreement, contain the entire agreement of the parties with respect to the subject matter hereof, supersede any prior agreements or understandings with respect to the subject matter hereof, and shall be binding upon their respective heirs, executors, administrators, successors and assigns. For the avoidance of doubt, Executive agrees that the obligations contained in this Agreement (including without limitation under Sections 5 and 6 of this Agreement) are in addition to, and not in lieu of, any obligations Executive may have as the result of any confidentiality, non-disparagement, nondisclosure or restrictive covenant agreements with Company or as a matter of law, including without limitation under Executive's Confidentiality Agreement with Company dated XX and the Retirement Agreement.

9. Severability. If any term or provision of this Agreement shall be held to be invalid or unenforceable for any reason, the validity or enforceability of the remaining terms or provisions shall not be affected, and such term or provision shall be deemed modified to the extent necessary to make it enforceable.

10. Advice of Counsel; Revocation Period. Executive is hereby advised to seek the advice of counsel. Executive acknowledges that he is acting of his own free will, that he has been afforded a reasonable time to read and review the terms of this Agreement, and that Executive is voluntarily entering into this Agreement with full knowledge of its provisions and effects. Executive intends that this Agreement shall not be subject to any claim for duress. Executive further acknowledges that he has been given at least twenty-one (21) days within which to consider this Agreement and that if Executive decides to execute this Agreement before the twenty-one day period has expired, Executive does so voluntarily and waives the opportunity to use the full review period. Executive also acknowledges that he has seven (7) days following his execution of this Agreement to revoke acceptance of this Agreement, with the Agreement not becoming effective until the revocation period has expired. If Executive chooses to revoke his acceptance of this Agreement, he should provide written notice to:

General Counsel
OraSure Technologies, Inc.
220 East First Street
Bethlehem, Pennsylvania 18015

11. Amendments. Neither this Agreement nor any term hereof may be orally changed, waived, discharged, or terminated, and may be amended only by a written agreement signed by the parties hereto.

12. Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to the conflict of law principles of any jurisdiction.

13. Legally Binding. The terms of this Agreement contained herein are contractual, and not a mere recital.

IN WITNESS WHEREOF, the parties, acknowledging that they are acting of their own free will, have caused the execution of this Agreement as of this day and year written below.

OraSure Technologies, Inc.

By: _____

Name: _____

Title: _____

Douglas A. Michels



Company contact:

Jack E. Jerrett
Senior Vice President, General Counsel and Secretary
(610) 882-1820
jjerrett@orasure.com
www.orasure.com

OraSure Technologies Announces Management Succession Plan

- Company Also Increases Revenue Forecast for Q4 2017 -

BETHLEHEM, PA. – January 4, 2018 – OraSure Technologies, Inc. (NASDAQ: OSUR), a leader in point of care diagnostic tests and specimen collection devices, today announced a succession plan for its President and Chief Executive Officer (“CEO”) and for its Chief Financial Officer and Chief Operating Officer. The Company also announced updated revenue guidance for the fourth quarter of 2017.

CEO Succession

Under the succession plan, the Company’s Board of Directors has appointed Stephen S. Tang, Ph.D., as the Company’s new President and Chief Executive Officer, effective as of April 1, 2018. Dr. Tang will replace Douglas A. Michels, who has chosen to retire as President and CEO and as a Board member on March 31, 2018.

Dr. Tang has been a member of the Company’s Board of Directors since 2011 and has served as Chairman of the Board since November 2016. With his appointment as President and CEO on April 1st, Dr. Tang will continue as a Director, but will no longer serve as Chairman or as a member of any Board committee.

Since January 2008, Dr. Tang has served as President and Chief Executive Officer of The University City Science Center, an urban research park and business incubator owned by over thirty leading universities, medical schools and health networks in the greater Philadelphia, Pennsylvania area. In this role, Dr. Tang led the transformation of the Science Center into a world-class, global innovation hub for the life sciences industry, focusing on the development and commercialization of innovative technologies and products.

Prior to that, Dr. Tang was the Group Vice President and General Manager, Life Sciences of Olympus America, Inc., where he ran the Life Science group at Olympus with leading brands in instrumentation and total solutions for *in vitro* diagnostics, microscopes and micro-imaging, and enabling technologies for translational and personalized medicine. Dr. Tang also served as Vice President, Life Science Business Development at Olympus where he was responsible for mergers, acquisitions and strategic alliances, along with strategic business planning.

Prior to his time at Olympus, Dr. Tang served as President, CEO and Director at Millennium Cell Inc., a developer and manufacturer of hydrogen batteries and fuel cells. Dr. Tang led Millennium through its initial public offering and helped transform Millennium from a startup laboratory into a viable publicly-traded company.

Dr. Tang holds a B.S. degree in Chemistry from The College of William and Mary, an M.S. degree and Ph.D. in Chemical Engineering from Lehigh University and an MBA from The Wharton School of Business at the University of Pennsylvania.

“We are delighted to welcome Steve as the Company’s new President and CEO,” said Charles W. Patrick, Chairman of the Company’s Nominating and Corporate Governance Committee. “Steve’s vast technical and business experience, both in the private sector and as a public company CEO, and particularly his long and successful track record in developing and commercializing innovative technologies in the life sciences area, make him the ideal executive to lead OraSure into the future. With his service on the Board for the past six years, Steve also has an intimate knowledge of the Company and its strategic priorities and has developed strong relationships with the management team. We look forward to working with Steve in his new role as CEO and are confident that he will be successful in building on the Company’s strong business momentum.”

“Although he is not retiring for several months, I would also like to thank Doug Michels, on behalf of the Board and the Company, for his many years of leadership and service,” continued Mr. Patrick. “Since Doug joined OraSure in 2004, we have achieved many significant milestones and the Company has grown substantially from revenues of approximately \$40 million in 2003 to more than \$165 million projected for 2017 and from a market capitalization of approximately \$352 million in 2003 to \$1.1 billion at the end of 2017. Many of our products were the first of their kind to receive regulatory approval and be commercialized and our expansion into the high growth molecular market has greatly contributed to our business. These achievements were due in no small measure to Doug’s vision and leadership. We wish Doug, his wife, Susan, and his family nothing but good health and much happiness in their retirement.”

CFO/COO Retirement

Ronald H. Spair, the Company’s Chief Financial Officer and Chief Operating Officer, has also chosen to retire from the Company later this year. Mr. Spair’s specific retirement date has not been set and will be determined based on the Company’s timing for the appointment of a new Chief Financial Officer. Mr. Spair has served as Chief Financial Officer since 2001 and as Chief Operating Officer and a member of the Board of Directors since 2006. Prior to his retirement date, Mr. Spair will continue to perform his normal duties and provide assistance to the Company in identifying his successor.

“On behalf of the Board and the Company, I would also like to thank Ron for his service and contributions to the Company over many years,” said Mr. Michels. “Ron has been instrumental in the growth of OraSure and in particular its current strong financial profile. We have greatly benefited from his unwavering dedication and his sound financial stewardship.”

Updated Q4 Revenue Guidance

The Company expects that its revenues for the fourth quarter of 2017 will be higher than previously projected and is now forecasting consolidated net revenues of at least \$50 million for the quarter.

Conference Call

The Company will host a conference call and audio webcast to discuss the organizational changes and updated financial guidance described above, beginning today at 8:00 a.m. Eastern Time (5:00 a.m. Pacific Time). On the call will be Douglas A. Michels, President and Chief Executive Officer, and Dr. Stephen S. Tang. The call will include remarks by Mr. Michels and Dr. Tang and a question and answer session.

In order to listen to the conference call, please either dial (844) 831-3030 (Domestic) or (315) 625-6887 (International) and reference Conference ID #7694208 or go to OraSure Technologies' web site, www.orasure.com, and click on the Investor Relations page. Please click on the webcast link and follow the prompts for registration and access 10 minutes prior to the call. A replay of the call will be archived on OraSure Technologies' web site shortly after the call has ended and will be available for seven days. A replay of the call can also be accessed until January 11, 2018, by dialing 855-859-2056 (Domestic) or 404-537-3406 (International) and entering the Conference ID #7694208.

About OraSure Technologies

OraSure Technologies is a leader in the development, manufacture and distribution of point of care diagnostic and collection devices and other technologies designed to detect or diagnose critical medical conditions. Its first-to-market, innovative products include rapid tests for the detection of antibodies to HIV and HCV on the OraQuick® platform, oral fluid sample collection, stabilization and preparation products for molecular diagnostic applications, and oral fluid laboratory tests for detecting various drugs of abuse. OraSure's portfolio of products is sold globally to various clinical laboratories, hospitals, clinics, community-based organizations and other public health organizations, research and academic institutions, distributors, government agencies, physicians' offices, commercial and industrial entities and consumers. The Company's products enable healthcare providers to deliver critical information to patients, empowering them to make decisions to improve and protect their health.

For more information on OraSure Technologies, please visit www.orasure.com.

Important Information

This press release contains certain forward-looking statements, including with respect to expected revenues. Forward-looking statements are not guarantees of future performance or results. Known and unknown factors that could cause actual performance or results to be materially different from those expressed or implied in these statements include, but are not limited to: ability to market and sell products, whether through our internal, direct sales force or third parties; ability to manufacture products in accordance with applicable specifications, performance standards and quality requirements; ability to obtain, and timing and cost of obtaining, necessary regulatory approvals for new products or new

indications or applications for existing products; ability to comply with applicable regulatory requirements; ability to effectively resolve warning letters, audit observations and other findings or comments from the U.S. Food and Drug Administration (“FDA”) or other regulators; changes in relationships, including disputes or disagreements, with strategic partners or other parties and reliance on strategic partners for the performance of critical activities under collaborative arrangements; ability to meet increased demand for our products; impact of increased reliance on U.S. government contracts; failure of distributors or other customers to meet purchase forecasts, historic purchase levels or minimum purchase requirements for our products; impact of replacing distributors; inventory levels at distributors and other customers; ability of the Company to achieve its financial and strategic objectives and continue to increase its revenues, including the ability to expand international sales; ability to identify, complete, integrate and realize the full benefits of future acquisitions; impact of competitors, competing products and technology changes; impact of negative economic conditions, high unemployment levels and poor credit conditions; reduction or deferral of public funding available to customers; competition from new or better technology or lower cost products; ability to develop, commercialize and market new products; market acceptance of oral fluid testing or other products; changes in market acceptance of products based on product performance or other factors, including changes in testing guidelines, algorithms or other recommendations by the Centers for Disease Control and Prevention (“CDC”) or other agencies; ability to fund research and development and other products and operations; ability to obtain and maintain new or existing product distribution channels; reliance on sole supply sources for critical products and components; availability of related products produced by third parties or products required for use of our products; history of losses and ability to achieve sustained profitability; ability to utilize net operating loss carry forwards or other deferred tax assets; volatility of the Company’s stock price; uncertainty relating to patent protection and potential patent infringement claims; uncertainty and costs of litigation relating to patents and other intellectual property; availability of licenses to patents or other technology; ability to enter into international manufacturing agreements; obstacles to international marketing and manufacturing of products; ability to sell products internationally, including the impact of changes in international funding sources and testing algorithms; ability to successfully renew contracts or enter into new contracts with existing customers; adverse movements in foreign currency exchange rates; loss or impairment of sources of capital; ability to meet financial covenants in credit agreements; ability to attract and retain qualified personnel; exposure to product liability and other types of litigation; changes in international, federal or state laws and regulations; customer consolidations and inventory practices; equipment failures and ability to obtain needed raw materials and components; the impact of terrorist attacks and civil unrest; and general political, business and economic conditions. These and other factors are discussed more fully in the Company’s Securities and Exchange Commission (“SEC”) filings, including our registration statements, Annual Report on Form 10-K for the year ended December 31, 2016, Quarterly Reports on Form 10-Q, and other filings with the SEC. Although forward-looking statements help to provide information about future prospects, readers should keep in mind that forward-looking statements may not be reliable. The forward-looking statements are made as of the date of this call, and we undertake no duty to update these statements.

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OraSure Technologies, Inc.
Analyst/Investor Conference Call
January 4, 2018

Prepared Remarks of Douglas A. Michels and Stephen S. Tang, Ph.D.

Please see "Important Information" at the conclusion of the following prepared remarks

Introduction – Doug Michels

Thank you Joni. I want to thank everyone who has joined the call. I hope you have had an enjoyable holiday season.

As you saw from our press release earlier this morning, the New Year at OraSure is beginning with very exciting news. We announced the implementation of a succession plan for both our CEO and CFO and we shared with you updated revenue guidance for the fourth quarter.

Let me first comment on the management changes and transition plans.

CEO Retirement – Doug Michels

I have spent the last three and a half decades working primarily in diagnostics and it has been work that I have truly loved. One of the high points of my career has been the past 14 years at OraSure. Although my passion for this work has not diminished, for some time now I have been contemplating retirement. After much thought about how I want to spend my future years, I have concluded it is time to make a change. I have advised the Board that I will be retiring on March 31st of this year.

It has truly been a pleasure to come to work at OraSure each morning these past 14 years. I will miss working with our Executive Team and the many other fine people at this Company. I will also miss the fulfillment that comes from leading a company like OraSure that has accomplished so much. As I have said many times, our greatest asset is our people. It has been a privilege to work with all of my colleagues here at OraSure. We have a lot to be proud of.

Although this type of decision is never easy, I have decided that it is time to pull back from the rigors and demands of being a public company CEO. I intend to change the focus of my life to be more centered on my family, friends and personal pursuits. This decision was mine alone and solely of my own choosing, and I take great comfort in knowing the Board's choice for my replacement. You will come to understand why that is the case as you get to know Steve Tang in the coming months.

For those of you that have followed OraSure for a while, you know that we do not shy away from tough challenges. If we did we would not be doing our job. In the end, our victories have far outweighed the challenges and I am happy to report that the Company has never been stronger. We have had consecutive years of record financial performance. Our profitability is strong and growing, and we have a robust outlook for 2018. We have a clear business strategy and in 2017 we put in place an integrated global organization of capable leaders, managers and employees to deliver against our infectious disease and molecular business priorities. So now is the perfect time to plan and implement a transition of leadership that will take OraSure Technologies to the next level of even greater achievement and success.

After a thorough review of potential candidates, I could not be more pleased with the Board's decision to select Dr. Stephen Tang, to be the Company's next CEO. As you will hear in a minute, Steve brings a wealth of valuable experience and an impressive list of accomplishments to this position. Of particular note is his experience in developing and commercializing innovative new technologies in the life science space. And to top it off, his service on our Board for the past six years has given him an intimate knowledge of the Company and has enabled him to build personal relationships with our management team. All of this makes him the ideal person to take the reins here at OraSure and lead the Company to the next level.

Over the next several months, I will be working closely with Steve to ensure a smooth transition of responsibilities. I am confident this will be an efficient and orderly process and that Steve will hit the ground running when his employment starts in April.

So with that, let me now turn the call over to Steve so that you can hear directly from him about his background and experience and his expectations for the business.

Steve.....

New CEO Comments – Steve Tang

Thanks Doug.

Good morning everyone and thank you for joining us. It is with great enthusiasm that I accept the opportunity to lead OraSure, arguably at the most exciting time in its history. This is a remarkable company with a rich history of innovation and an abundance of opportunity before it. Over the years, OraSure has played an important role globally helping to provide millions of people insight into their health and genetic history. I am honored to be chosen CEO of a company I respect and admire so much. I am especially grateful to the Board for the confidence they have shown in me and for giving me this opportunity.

Today my primary goal is to introduce myself, touch upon my background and detail why I am well suited to guide OraSure at this time. Having been CEO at a publicly-traded company, I understand the responsibilities of the position and the importance of interacting with the investment community. I also possess a deep understanding of life sciences, both as a scientist and business leader, and have an extensive business background in this area.

For the past nine years, I have had the privilege of leading the University City Science Center in Philadelphia, a global innovation hub for life sciences. During this period, my primary focus and passion has been on the identification, development, funding and commercialization of new and innovative technologies. Innovation is at the core of any successful enterprise and OraSure is a

perfect example. Diagnostics that used to take hours or days to perform can now be done in minutes with our tests in remote locations and in difficult climates. We also have improved DNA sample collection and stabilization and that has opened many doors for us and our customers. I will be highly focused on fostering an environment that continues to cultivate and reward innovation.

Prior to my time at the Science Center, I led the Life Science Group at Olympus America. There I had full financial, operational and strategic responsibility for a number of the Company's leading products in *in vitro* diagnostics and technologies related to translational and personalized medicine. I was also very active in leading Olympus' search for M & A opportunities in life sciences and in the strategic planning for that business.

Prior to my time at Olympus, I served as the President and CEO, and as a Board member, for Millennium Cell, Inc. in the fledgling hydrogen battery and fuel cell industry. During my tenure at Millennium, I oversaw the company's initial public offering and obtained experience as a public company CEO.

Each of these positions brought with it important lessons learned and I look forward to utilizing my prior experience in my new role.

As Chairman of OraSure's Board, I have enthusiastically and personally endorsed our current strategy. We seek to empower healthcare providers and patients around the world to improve global health through access to accurate and essential information. We are pursuing this vision through our infectious disease and molecular business growth priorities. It is also paramount that we further our innovative spirit and pursue business development opportunities. I am fully committed to the strategy and will continue to aggressively pursue achievement of these strategic objectives.

We will continue to evaluate our strategy and look for ways to improve upon it where possible. This will be a primary focus of mine during both the transition period and after I come on board in April. We will be performing a thorough re-assessment and update of the competitive landscape, relevant business trends and potential market opportunities. Our goal is to maximize our current strategy to enable the Company to continue the type of strong growth trends it has been experiencing.

One area that will also receive a high level of attention is product and business development. I will be prioritizing the identification of ways to deploy our approximately \$200 million in cash and other resources in the areas of both external and internal business and product development. We will focus these efforts on high growth business opportunities consistent with our updated strategy. These opportunities may include international markets for emerging global diseases, quantitative biology, digital health and personalized medicine, to name a few. This is an exciting time for OraSure and I believe there are a number of potentially significant opportunities that we can and should pursue in the future.

Another important area I want to mention is our organization. I could not agree more with Doug's comment that our people are our greatest asset. During my years as a Director, I have been extraordinarily impressed with the quality of the leadership team and the many other employees who are so essential to the Company's success. During the transition period, I plan to get to know the management team a little better and will help them get to know me as well. At this point, I do not see significant changes to the management team other than the changes announced today.

One immediate and obvious priority will be to find a successor to Ron Spair, our CFO, and we have already engaged an executive search firm to assist in this effort. Ron's exact retirement date has not been set, but will be determined based on the timing for appointment of his successor and the appropriate transition of responsibilities.

Before I conclude, please allow me to put on my Chairman's hat for a moment and offer some further comments on the management transition. I know I speak for the other Directors and the Company's many employees in offering our thanks to both Doug and Ron for their tireless efforts on behalf of the Company over many years. OraSure's many accomplishments did not happen in a vacuum and are, in many ways, due to the strong leadership that Doug and Ron have provided. Although they are not retiring for at least a few more months, I would like to wish them an abundance of health and happiness as they move into the next phases of their lives.

And with that, I will turn things back to Doug.

Updated Q4 Revenue Guidance – Doug Michels

Thank you Steve.

As you saw in the press release, we are also updating our revenue guidance for Q4 and are now projecting consolidated net revenues of at least \$50 million. Our decision to preannounce enables us to provide a more updated view of our business at the JPMorgan healthcare conference next week.

You will recall that we previously projected that Q4 revenues would be in the \$45 - \$46 million range. The updated revenue forecast will be another record quarter for the Company. The improved guidance is due primarily to higher than anticipated growth in our molecular collections business, which is expected to generate revenues of at least \$29 million in Q4.

Conclusion – Doug Michels

So in conclusion, Ron and I are planning to transition out of the organization in 2018. Dr. Stephen Tang, the current Chairman of our Board, has been selected as my successor effective April 1st of this year. As you just heard, Steve brings a wealth of knowledge and experience that makes him extremely well suited to lead OraSure. I am highly confident the Company will flourish under his leadership. He is an impressive individual which you will come to learn. Steve and I will be at the JPMorgan healthcare conference next week and we hope to see many of you there.

Over the next several months, in addition to working with Steve on transition matters, I will also be working with Steve and Ron to identify, recruit and hire a new CFO. I am confident that we will attract an excellent candidate to replace Ron in a timely manner.

So with that, we can now take your questions. Operator, please proceed.

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[Q&A session]

Final Conclusion – Doug Michels

Thank you for participating on today’s call and for your continued interest in OraSure. Have a great day.

Important Information

This document contains certain forward-looking statements, including with respect to expected revenues and earnings/loss per share. Forward-looking statements are not guarantees of future performance or results. Known and unknown factors that could cause actual performance or results to be materially different from those expressed or implied in these statements include, but are not limited to: ability to market and sell products, whether through our internal, direct sales force or third parties; ability to manufacture products in accordance with applicable specifications, performance standards and quality requirements; ability to obtain, and timing and cost of obtaining, necessary regulatory approvals for new products or new indications or applications for existing products; ability to comply with applicable regulatory requirements; ability to effectively resolve warning letters, audit observations and other findings or comments from the U.S. Food and Drug Administration (“FDA”) or other regulators; changes in relationships, including disputes or disagreements, with strategic partners or other parties and reliance on strategic partners for the performance of critical activities under collaborative arrangements; ability to meet increased demand for our products; impact of increased reliance on

U.S. government contracts; failure of distributors or other customers to meet purchase forecasts, historic purchase levels or minimum purchase requirements for our products; impact of replacing distributors; inventory levels at distributors and other customers; ability of the Company to achieve its financial and strategic objectives and continue to increase its revenues, including the ability to expand international sales; ability to identify, complete, integrate and realize the full benefits of future acquisitions; impact of competitors, competing products and technology changes; impact of negative economic conditions, high unemployment levels and poor credit conditions; reduction or deferral of public funding available to customers; competition from new or better technology or lower cost products; ability to develop, commercialize and market new products; market acceptance of oral fluid testing or other products; changes in market acceptance of products based on product performance or other factors, including changes in testing guidelines, algorithms or other recommendations by the Centers for Disease Control and Prevention (“CDC”) or other agencies; ability to fund research and development and other products and operations; ability to obtain and maintain new or existing product distribution channels; reliance on sole supply sources for critical products and components; availability of related products produced by third parties or products required for use of our products; history of losses and ability to achieve sustained profitability; ability to utilize net operating loss carry forwards or other deferred tax assets; volatility of the Company’s stock price; uncertainty relating to patent protection and potential patent infringement claims; uncertainty and costs of litigation relating to patents and other intellectual property; availability of licenses to patents or other technology; ability to enter into international manufacturing agreements; obstacles to international marketing and manufacturing of products; ability to sell products internationally, including the impact of changes in international funding sources and testing algorithms; ability to successfully renew contracts or enter into new contracts with existing customers; adverse movements in foreign currency exchange rates; loss or impairment of sources of capital; ability to meet financial covenants in credit agreements; ability to attract and retain qualified personnel; exposure to product liability and other types of litigation; changes in international, federal or state laws and regulations; customer consolidations and inventory practices; equipment failures and ability to obtain needed raw materials and components; the impact of terrorist attacks and civil unrest; and general political, business and economic conditions. These and other factors are discussed more fully in the Company’s Securities and Exchange Commission (“SEC” filings,

including our registration statements, Annual Report on Form 10-K for the year ended December 31, 2016, Quarterly Reports on Form 10-Q, and other filings with the SEC. Although forward-looking statements help to provide information about future prospects, readers should keep in mind that forward-looking statements may not be reliable. The forward-looking statements are made as of the date of this call, and we undertake no duty to update these statements.