

RESOLUTION AGREEMENT

I. Recitals

1. Parties. The Parties to this Resolution Agreement (“Agreement”) are:
 - A. The United States Department of Health and Human Services, Office for Civil Rights (“HHS”), which enforces the Federal standards that govern the privacy of individually identifiable health information (45 C.F.R. Part 160 and Subparts A and E of Part 164, the “Privacy Rule”), the Federal standards that govern the security of electronic individually identifiable health information (45 C.F.R. Part 160 and Subparts A and C of Part 164, the “Security Rule”), and the Federal standards for notification in the case of breach of unsecured protected health information (45 C.F.R. Part 160 and Subparts A and D of 45 C.F.R. Part 164, the “Breach Notification Rule”). HHS has the authority to conduct compliance reviews and investigations of complaints alleging violations of the Privacy, Security, and Breach Notification Rules (the “HIPAA Rules”) by covered entities and business associates, and covered entities and business associates must cooperate with HHS compliance reviews and investigations. *See* 45 C.F.R. §§ 160.306(c), 160.308, and 160.310(b).
 - B. Ambry Genetics Corporation (“Ambry”), which meets the definition of a Covered Entity as defined at 45 C.F.R. § 160.103, and therefore is required to comply with the HIPAA Rules.
 - C. HHS and Ambry shall together be referred to herein as the “Parties.”

2. Factual Background and Covered Conduct.

On January 22, 2020, Ambry discovered that an Ambry email account was compromised by a targeted phishing attack that may have involved the protected health information (PHI) of 225,370 individuals.

HHS’s investigation indicated that the following conduct occurred (“Covered Conduct”):

- A. Ambry failed to assess the potential risks and vulnerabilities to the confidentiality, integrity, and availability of electronic protected health information (“ePHI”) held by Ambry (see 45 C.F.R. § 164.308(a)(1)(ii)(A)).
- B. Ambry failed to implement procedures for terminating access to ePHI when the employment of a workforce member ends or their access to ePHI is no longer appropriate (see 45 C.F.R. § 164.308(a)(3)(ii)(C)).

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- C. Ambry failed to assign a unique user name and/or number for identifying and tracking user identity in information systems containing ePHI (see 45 C.F.R. § 164.312(a)(2)(i)).
3. No Admission. This Agreement is not an admission of liability by Ambry.
4. No Concession. This Agreement is not a concession by HHS that Ambry is not in violation of the HIPAA Rules and not liable for civil money penalties (“CMPs”).
5. Intention of Parties to Effect Resolution. This Agreement is intended to resolve OCR Transaction Number: 20-377976 and any potential violations of the HIPAA Rules related to the Covered Conduct associated with the overall compliance review and investigation specified in paragraph I.2 of this Agreement, whether connected to the incident or not. In consideration of the Parties’ interest in avoiding the uncertainty, burden, and expense of further investigation and formal proceedings, the Parties agree to resolve this matter according to the Terms and Conditions below.

II. Terms and Conditions

6. Payment. HHS has agreed to accept, and Ambry has agreed to pay HHS, the amount of \$700,000 (“Resolution Amount”). Ambry agrees to pay the Resolution Amount in one lump sum on the Effective Date of this Agreement as defined in paragraph II.14 pursuant to written instructions to be provided by HHS.
7. Corrective Action Plan. Ambry has entered into and agrees to comply with the Corrective Action Plan (“CAP”), attached as Appendix A, which is incorporated into this Agreement by reference. If Ambry breaches the CAP and fails to cure the breach as set forth in the CAP, then Ambry will be in breach of this Agreement and HHS will not be subject to the Release set forth in paragraph II.8 of this Agreement.
8. Release by HHS. In consideration of and conditioned upon Ambry’s performance of its obligations under this Agreement, HHS releases Ambry from any actions it may have against Ambry under the HIPAA Rules arising out of or related to the Covered Conduct associated with the overall compliance review identified in paragraph I.2 of this Agreement. HHS does not release Ambry from, nor waive any rights, obligations, or causes of action other than those arising out of or related to the Covered Conduct or other aspects of HIPAA compliance associated with the compliance review and referred to in this paragraph. This release does not extend to actions that may be brought under section 1177 of the Social Security Act, 42 U.S.C. § 1320d-6.
9. Agreement by Released Parties. Ambry shall not contest the validity of its obligation to pay, nor the amount of, the Resolution Amount or any other obligations agreed to under this Agreement. Ambry waives all procedural rights granted under

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Section 1128A of the Social Security Act (42 U.S.C. § 1320a- 7a) and 45 C.F.R. Part 160 Subpart E, and HHS claims collection regulations at 45 C.F.R. Part 30, including, but not limited to, notice, hearing, and appeal with respect to the Resolution Amount.

10. Binding on Successors. This Agreement is binding on Ambry and its successors, heirs, transferees, and assigns.

11. Costs. Each Party to this Agreement shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

12. No Additional Releases. This Agreement is intended to be for the benefit of the Parties only, and by this instrument the Parties do not release any claims against or by any other person or entity.

13. Effect of Agreement. This Agreement constitutes the complete agreement between the Parties. All material representations, understandings, and promises of the Parties are contained in this Agreement. Any modifications to this Agreement shall be set forth in writing and signed by all Parties.

14. Execution of Agreement and Effective Date. The Agreement shall become effective (*i.e.*, final and binding) upon the date of signing of this Agreement and the CAP by the last signatory (“Effective Date”).

15. Tolling of Statute of Limitations. Pursuant to 42 U.S.C. § 1320a-7a(c)(1), a CMP must be imposed within six (6) years from the date of the occurrence of the violation. To ensure that this six-year period does not expire during the term of this Agreement, Ambry agrees that the time between the Effective Date of this Agreement (as set forth in Paragraph 14) and the date the Agreement may be terminated by reason of Ambry’s breach, plus one-year thereafter, will not be included in calculating the six (6) year statute of limitations applicable to the violations which are the subject of this Agreement. Ambry waives and will not plead any statute of limitations, laches, or similar defenses to any administrative action relating to the Covered Conduct associated with the compliance review identified in paragraph I.2 that is filed by HHS within the time period set forth above, except to the extent that such defenses would have been available had an administrative action been filed on the Effective Date of this Agreement.

16. Disclosure. HHS places no restriction on the publication of the Agreement. In addition, HHS may be required to disclose material related to this Agreement to any person upon request consistent with the applicable provisions of the Freedom of Information Act, 5 U.S.C. § 552, and its implementing regulations, 45 C.F.R. Part 5.

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17. Execution in Counterparts. This Agreement may be executed in counterparts, each of which constitutes an original, and all of which shall constitute one and the same agreement.

18. Authorizations. The individual(s) signing this Agreement on behalf of Ambry represent and warrant that they are authorized by Ambry to execute this Agreement. The individual(s) signing this Agreement on behalf of HHS represent and warrant that they are signing this Agreement in their official capacities and that they are authorized to execute this Agreement.

[Signatures on Following Page]

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For Covered Entity

//S//

Tom Schoenherr
CEO, Ambry Genetics Corp.

9-8-26
Date

For the United States Department of Health and Human Services

//S//

Jamie Rahn Ballay
Regional Manager

September 8, 2026
Date

Appendix A
CORRECTIVE ACTION PLAN
BETWEEN THE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
AND
AMBRY GENETICS CORPORATION

I. Preamble

Ambry Genetics Corporation (Ambry) hereby enters into this Corrective Action Plan (“CAP”) with the United States Department of Health and Human Services, Office for Civil Rights (“HHS”). Contemporaneously with this CAP, Ambry is entering into a Resolution Agreement (“Agreement”) with HHS, and this CAP is incorporated by reference into the Resolution Agreement as Appendix A. Ambry enters into this CAP as part of consideration for the release set forth in paragraph II.8 of the Agreement.

II. Contact Persons and Submissions

A. Contact Persons

Ambry contact persons for Ambry regarding the implementation of this CAP and for receipt and submission of notifications and reports:

Erika Christiansen, Sr. Corporate Counsel
Ambry Genetics Corporation
1 Enterprise
Aliso Viejo, CA 92656

Kirk Nahra, Partner
Wilmer Cutler Pickering Hale and Dorr LLP
2100 Pennsylvania Avenue NW, 10th Floor
Washington DC 20037

HHS has identified the following individual as its authorized representative and contact person with whom Ambry is to report information regarding the implementation of this CAP:

Jamie Rahn Ballay, Regional Manager
Department of Health and Human Services
Office for Civil Rights
801 Market Street, Suite 9300

Philadelphia, PA 19107

Ambry and HHS agree to promptly notify each other of any changes in the contact persons or the other information provided above.

B. Proof of Submissions. Unless otherwise specified, all notifications and reports required by this CAP may be made by any means, including certified mail, overnight mail, or hand delivery, provided that there is proof that such notification was received. For purposes of this requirement, internal facsimile confirmation sheets do not constitute proof of receipt.

III. Effective Date and Term of CAP

The Effective Date for this CAP shall be calculated in accordance with paragraph II.14 of the Agreement (“Effective Date”). The period for compliance (“Compliance Term”) with the obligations assumed by Ambry under this CAP shall begin on the Effective Date of this CAP and end two (2) years from the Effective Date, unless HHS has notified Ambry under Section VIII hereof of its determination that Ambry breached this CAP. In the event HHS notifies Ambry of a breach under section VIII hereof, the Compliance Term shall not end until HHS notifies Ambry that HHS has determined Ambry failed to meet the requirements of section VIII.C of this CAP and issues a written notice of intent to proceed with an imposition of a civil money penalty against Ambry pursuant to 45 C.F.R. Part 160. After the Compliance Term ends, Ambry shall still be obligated to: (a) submit the final Annual Report as required by section VI; and (b) comply with the document retention requirement in section VII. Nothing in this CAP is intended to eliminate or modify Ambry’s obligation to comply with the document retention requirements in 45 C.F.R. § 164.316(b) and § 164.530(j).

IV. Time

In computing any period of time prescribed or allowed by this CAP, all days referred to shall be calendar days. The day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not one of the aforementioned days.

V. Corrective Action Obligations

Ambry agrees to the following:

A. Conduct an Accurate and Thorough Risk Analysis

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1. Ambry shall conduct and complete an accurate and thorough assessment of the potential security risks and vulnerabilities to the confidentiality, integrity, and availability of Ambry's electronic protected health information ("ePHI") as required by 45 C.F.R. § 164.308(a)(1)(ii)(A) ("Risk Analysis"). The Risk Analysis shall incorporate all of Ambry's locations and must include an assessment of the risks and vulnerabilities to the security of ePHI in electronic equipment, data systems, and programs and applications controlled, administered, owned, or shared by Ambry, which create, receive, maintain, or transmit ePHI. Prior to conducting the Risk Analysis, Ambry shall develop a complete inventory of all of the locations, electronic equipment, data systems, programs, applications, and other information technology assets that create, receive, maintain, or transmit ePHI, which will then be incorporated into its Risk Analysis.
2. Within sixty (60) days of the Effective Date, Ambry shall submit to HHS the scope and methodology by which it proposes to conduct the Risk Analysis. HHS shall notify Ambry whether the proposed scope and methodology is or is not consistent with 45 C.F.R. § 164.308(a)(1)(ii)(A).
3. Within sixty (60) days of receiving notice of HHS's approval of the scope and methodology, Ambry will submit the Risk Analysis for HHS's review.
4. Upon submission by Ambry, HHS shall review and recommend changes to the aforementioned risk analysis. Upon receiving HHS's recommended changes, Ambry shall have sixty (60) days to submit a revised risk analysis. This process will continue until HHS provides final approval of the risk analysis.
5. Ambry will review the Risk Analysis annually. Ambry will also update the Risk Analysis in response to environmental or operational changes affecting the security of ePHI. Following an update to the Risk Analysis, Ambry will assess whether its existing security measures are sufficient to protect its ePHI, and revise its risk management plan, policies and procedures, and training materials, as needed. During the Compliance Term, Ambry will submit subsequent risk analyses for review by HHS, in the same manner as described in this section.

B. Develop and Implement a Risk Management Plan

1. Ambry shall develop a Risk Management Plan and implement security measures to address and mitigate to a reasonable and appropriate level any security risks and vulnerabilities identified in the Risk Analysis specified in section V.A.1. above. The Risk Management Plan shall include a process and

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timeline for Ambry's implementation, evaluation, and revision of its risk remediation activities.

2. Within sixty (60) days of HHS's final approval of the Risk Analysis described in section V.A.1 above, Ambry shall submit a Risk Management Plan to HHS for HHS's review and approval. HHS shall approve, or, if necessary, require revisions to Ambry's Risk Management Plan.
3. Upon receiving HHS's notice of required revisions, if any, Ambry shall have sixty (60) days to revise the Risk Management Plan accordingly and forward for review and approval. This process shall continue until HHS approves the Risk Management Plan.
4. Within sixty (60) days of HHS's approval of the Risk Management Plan, Ambry shall finalize and officially adopt the Risk Management Plan in accordance with its applicable administrative procedures.

C. Policies and Procedures

1. Ambry shall develop, review, and revise, as necessary, its written Security Rule policies and procedures regarding risk analysis, ePHI access control, and termination procedures to comply with the Federal standards that govern the privacy and security of individually identifiable health information (the Security Rule at 45 CFR Part 160 and Subparts A and C of Part 164). Ambry's policies and procedures shall include, but not be limited to, the minimum content set forth in section V.E.
2. Ambry shall provide such policies and procedures to HHS within ninety (90) days of receipt of HHS's approval of the Risk Management Plan required by paragraph V.B. above. HHS shall approve, or, if necessary, require revisions to policies and procedures.
3. Upon receiving HHS's notice of required revisions, if any, Ambry shall have sixty (60) days to revise the policies and procedures accordingly and provide the revised policies and procedures to HHS for review and approval. This process shall continue until HHS approves the policies and procedures.
4. Within thirty (30) days of HHS's approval of the policies and procedures, Ambry shall implement such policies and procedures.

D. Distribution of Policies and Procedures

1. Ambry shall distribute the policies and procedures identified in section V.C. to all members of the workforce who have access to PHI within thirty (30)

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days of HHS's approval of such policies and to new workforce members within thirty (30) days of their beginning of service, consistent with its overall approach to the communications of compliance policies.

2. Ambry shall require, at the time of distribution of such policies and procedures, a signed written or electronic initial compliance certification from all workforce members stating that such workforce members have read, understand, and shall abide by such policies and procedures, consistent with its overall approach to the communication of compliance policies.
 3. Ambry shall assess, update, and revise, as necessary, the Security Rule policies and procedures addressing risk analysis, ePHI access control, and termination procedures at least annually during the Compliance Term (and more frequently if appropriate). Ambry shall provide any revised policies and procedures to HHS for review and approval. Within 60 days of the effective date of any substantive revisions by HHS, Ambry shall distribute such revised policies and procedures to all members of its workforce and shall require new compliance certifications.
 4. Ambry shall not provide access to PHI to any workforce member if that workforce member has not received and acknowledged communication of these policies as required by paragraph 2 of this section and consistent with Ambry's overall approach to the communication of compliance policies.
- E. Minimum Content of the Policies and Procedures. The Policies and Procedures shall address prohibited uses of PHI in email accounts and include measures to address the following Privacy, Security, and Breach Notification Rule Provisions:
1. Risk Analysis – 45 C.F.R. § 164.308(a)(1)(ii)(A), including provisions to conduct an accurate and thorough assessment of the potential risks and vulnerabilities to confidentiality, integrity, and availability of ePHI held by Ambry and to conduct the accurate and thorough assessment at least on an annual basis;
 2. Termination Procedures – 45 C. F. R. § 164, including provisions for terminating access to ePHI when the employment of, or other arrangement with, a workforce member ends or as required by 45 C.F.R. § 164.312(a)(3)(ii)(B).
 3. Access Control – 45 C.F.R. § 164.312(a)(1), including provisions to address access between systems, such as network or portal segmentation, provisions to prevent the use of generic or shared accounts, provisions to limit access to ePHI to individuals and software programs granted access rights, and provisions to enforce password management requirements, such as password age, and encryption and decryption.

F. Unique User Identification

1. Within ninety (90) days of HHS's approval of Ambry's risk management plan required by Section V.B., Ambry shall provide to HHS for review and approval a plan to implement unique user identification in all of its information systems that contain ePHI, including a plan to remove test and other generic accounts with access to ePHI as appropriate.
2. Upon receiving notice from HHS specifying any required changes to the plan to implement unique user identification, Ambry shall make the required changes and provide the revised plan to HHS within sixty (60) days.
3. Upon receiving approval of its plan from HHS, Ambry shall begin implementing the plan within sixty (60) days of receipt of HHS's approval. Ambry shall provide HHS with quarterly updates of the progress of the plan, including documentation, until full implementation is complete

G. Training

1. Within thirty (30) days of HHS's final approval of the policies and procedures required by section V.C. of this CAP, Ambry shall update its existing HIPAA and Security Training Program ("Training Program") for all Ambry workforce members who have access to PHI. The Training Program shall include general instruction on compliance with Ambry's HIPAA policies and procedures. Ambry shall submit its proposed training materials on the policies and procedures to HHS for its review and approval. HHS shall approve, or, if necessary, require revisions to Ambry's Training Program.
2. Upon receiving HHS's notice of required revisions, if any, Ambry shall have thirty (30) days to revise the Training Program accordingly and forward to HHS for review and approval. This process shall continue until HHS approves the Training Program.
3. Within sixty (60) days after receiving HHS's final approval of the Training Program and at least every 12 months thereafter, Ambry shall provide training to all appropriate workforce members who have access to PHI within thirty (30) days of their beginning of service and in accordance with Ambry's applicable administrative procedures for training.
4. Notwithstanding Ambry's obligation to train its workforce members on revised policies and procedures in section V.D. above, after providing the training required by section V.G.3, Ambry shall provide annual retraining on Ambry's

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HIPAA policies and procedures to all appropriate workforce members for the duration of the Compliance Term of this CAP.

5. Each workforce member who is required to attend training shall certify, in electronic or written form, that he or she has received the training. The training certification shall specify the date training was received. All training materials shall be retained in compliance with Section VII of this CAP.

H. Reportable Events

1. During the Compliance Term, Ambry shall, upon learning that a workforce member failed to comply with its HIPAA policies and procedures or the Privacy, Security or Breach Notification Rules (HIPAA Rules), promptly investigate the matter. If Ambry determines, after review and investigation, that a workforce member has failed to comply with its policies and procedures or the HIPAA Rules, Ambry shall immediately report the event to HHS. Such violations shall be known as Reportable Events. The report to HHS shall include the following:
 - a. A complete description of the event, including the relevant facts, the persons involved, and the applicable provision(s) of Ambry's Privacy, Security and Breach Notification policies and procedures implicated; and
 - b. A description of the actions taken and any further steps Ambry plans to take to address the matter to mitigate any harm, and to prevent it from recurring, including application of any appropriate sanctions against workforce members who failed to comply with its HIPAA policies and procedures or the HIPAA Rules.
2. If no Reportable Events occur during the Compliance term, Ambry shall so inform HHS in the Annual Report as specified in Section VI below.

VI. Implementation Report and Annual Reports

- A. Implementation Report. Within sixty (60) days of receiving HHS's approval of the training materials consistent with Section V.G above, Ambry shall submit a written report with the documentation described below to HHS summarizing the status of its implementation of this CAP for review and approval. The report, known as the "Implementation Report" shall include:
 1. An attestation signed by an owner or officer of Ambry attesting that the policies and procedures required by Section V.C of this CAP: (a) have been adopted; (b) are being implemented; and (c) have been distributed to all appropriate workforce members;

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2. A copy of all training materials used for the training required by this CAP, a description of the training, including a summary of the topics covered, the length of the session(s) and a schedule of when the training session(s) were held;
 3. An attestation signed by an owner or officer of Ambry attesting that all members of the workforce have completed the initial training required by this CAP and have executed the training certifications required by Section V.G.5;
 4. An attestation signed by an owner or officer of Ambry listing all Ambry locations (including mailing addresses), the corresponding name under which each location is doing business, the corresponding phone numbers and fax numbers, and attesting that each location has complied with the obligations of this CAP; and
 5. An attestation signed by an owner or officer of Ambry stating that he or she has reviewed the Implementation Report, has made a reasonable inquiry regarding its content, and believes that, upon such inquiry, the information is accurate and truthful.
- B. Annual Reports. The one (1) year period beginning on the Effective Date and each subsequent one (1) year period during the course of the period of compliance obligations shall be referred to as “the Reporting Periods.” Ambry also shall submit to HHS Annual Reports with respect to the status of and findings regarding Ambry’s compliance with this CAP for each of the two Reporting Periods. Ambry shall submit each Annual Report to HHS no later than sixty (60) days after the end of each corresponding Reporting Period. The Annual Report shall include:
1. An attestation signed by an owner or officer of Ambry attesting that it is obtaining and maintaining written training certifications from all persons that require training that they received training pursuant to the requirements set forth in this CAP;
 2. A summary of the annual review of Ambry’s Risk Analysis, as required by section V.A.5 above, and revisions, if any, to Ambry’s Risk Management Plan, Policies and Procedures, training materials, and implemented security measures.
 3. A summary/description of any engagements between Ambry, including, but not limited to, any outside financial audits, compliance program engagements, or reimbursement consulting, related to the Covered Conduct discussed as part

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of this Corrective Action Plan if different from what was submitted as part of the Implementation Report;

4. A summary of Reportable Events (defined in Section V.H.1) identified during the Reporting Period and the status of any corrective and preventative action relating to all such Reportable Events;
5. An attestation signed by an owner or officer of Ambry attesting that he or she has reviewed the Annual Report, has made a reasonable inquiry regarding its content and believes that, upon such inquiry, the information is accurate and truthful.

VII. Document Retention

Ambry shall maintain for inspection and copying, and shall provide to HHS upon request, all documents and records relating to compliance with this CAP for six (6) years from the Effective Date.

VIII. Breach Provisions

Ambry is expected to fully and timely comply with all provisions contained in this CAP.

- A. Timely Written Requests for Extensions. Ambry may, in advance of any due date set forth in this CAP, submit a timely written request for an extension of time to perform any act required by this CAP. A “timely written request” is defined as a request in writing received by HHS at least five days prior to the date such an act is required or due to be performed. This requirement may be waived by OCR only.
- B. Notice of Breach of this CAP and Intent to Impose Civil Monetary Penalty. The parties agree that a breach of this CAP by Ambry constitutes a breach of the Agreement. Upon a determination by HHS that Ambry has breached this CAP, HHS may notify Ambry of: (1) Ambry’s breach; and (2) HHS’s intent to impose a CMP pursuant to 45 C.F.R. Part 160, or other remedies for the Covered Conduct associated with the compliance review set forth in paragraph I.2 of the Agreement and any other conduct that constitutes a violation of the HIPAA Privacy, Security, or Breach Notification Rules (“Notice of Breach and Intent to Impose CMP”).
- C. Ambry’s Response. Ambry shall have sixty (60) days from the date of receipt of the Notice of Breach and Intent to Impose CMP to demonstrate to HHS’s satisfaction that:
 1. Ambry is in compliance with the obligations of the CAP that HHS cited as the basis for the breach;

2. The alleged breach has been cured; or
 3. The alleged breach cannot be cured within the thirty (30) day period, but that:
(a) Ambry has begun to take action to cure the breach; (b) Ambry is pursuing such action with due diligence; and (c) Ambry has provided to HHS a reasonable timetable for curing the breach.
- D. Imposition of CMP. If at the conclusion of the thirty (30) day period, Ambry fails to meet the requirements of Section VIII.C. of this CAP to HHS's satisfaction, HHS may proceed with the imposition of a CMP against Ambry pursuant to 45 C.F.R. Part 160 for any violations of the Covered Conduct associated with the compliance review set forth in paragraph I.2 of the Agreement and for any other act or failure to act that constitutes a violation of the HIPAA Rules. HHS shall notify Ambry in writing of its determination to proceed with the imposition of a CMP pursuant to 45 C.F.R. Part 160.

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~~For~~ Ambry Genetics Corporation

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Tom Schoenherr
CEO, Ambry Genetics Corp.

9-8-26

Date

For United States Department of Health and Human Services

//S//

Jamie Rahn Ballay
Regional Manager

September 8, 2026

Date