

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): June 8, 2023

VERACYTE, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation)

001-36156
Commission File Number

20-5455398
(IRS Employer Identification
No.)

6000 Shoreline Court, Suite 300, South San Francisco, California
(Address of principal executive offices)

94080
(Zip Code)

Registrant's telephone number, including area code: **(650) 243-6300**
N/A

(Former name or former address, if changed since last report.)

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

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

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value, \$0.001 per share	VCYT	The Nasdaq Stock Market LLC

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

Emerging growth company

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

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

As further described in Item 5.07 to this Current Report on Form 8-K (this “Report”), on June 8, 2023, at the 2023 Annual Meeting of Stockholders (the “Annual Meeting”) of Veracyte, Inc. (the “Company”), the Company’s stockholders approved the Company’s 2023 Equity Incentive Plan (the “2023 Plan”). The 2023 Plan, which became effective on June 8, 2023, serves as the successor to the Company’s 2013 Stock Incentive Plan (the “Prior Plan”) and will terminate 10 years after the date approved by the Company’s Board of Directors (the “Board”). The 2023 Plan initially reserves for issuance 5,306,156 shares, which equals the number of reserved shares available for grant under the Prior Plan as of June 8, 2023 (the “Effective Date”). In addition, the number of (a) shares of Common Stock, \$0.001 par value per share (the “Common Stock”), that are subject to awards granted under the Prior Plan that cease to be subject to such awards by forfeiture or otherwise after the Effective Date, (b) shares of Common Stock issued under the Prior Plan, including shares of Common Stock issued pursuant to the exercise of stock options, that are forfeited after the Effective Date, (c) shares of Common Stock issued under the Prior Plan that are repurchased by the Company at the original issue price after the Effective Date, (d) shares of Common Stock that are subject to awards granted under the Prior Plan that are settled in cash after the Effective Date, and (e) shares of Common Stock that are subject to awards under the Prior Plan that are used to pay the exercise price of an award or withheld to satisfy the tax withholding obligations related to an award after the Effective Date is also reserved and subject to issuance by the Company upon the exercise or settlement of awards to be granted under the 2023 Plan. The 2023 Plan permits the granting of stock options, restricted stock units (“RSUs”), restricted stock awards, stock bonus awards, stock appreciation rights and performance awards. The 2023 Plan had been approved, subject to stockholder approval, by the Board on April 12, 2023.

A more complete description of the terms of the 2023 Plan can be found in “Proposal No. 4 – Approval of the Veracyte, Inc. 2023 Equity Incentive Plan” in the Company’s definitive proxy statement on [Schedule 14A filed with the Securities and Exchange Commission on April 27, 2023](#) (the “Proxy Statement”), which description is incorporated by reference herein. The foregoing description and the description incorporated by reference from the Proxy Statement are qualified in their entirety by reference to the 2023 Plan, a copy of which is filed as Exhibit 10.1 to this Report and is incorporated herein by reference.

On April 12, 2023, the Board approved forms of an option award agreement, performance-based options award agreement, RSU award agreement and performance-based RSU award agreement for use in connection with awards issued pursuant to the 2023 Plan. The forms of these award agreements are included as Exhibit 10.2 to this Report and are incorporated herein by reference.

Item 5.03. Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

As further described in Item 5.07 to this Report, at the Annual Meeting, the Company’s stockholder approved a proposal to amend the Company’s existing restated certificate of incorporation (the “Current Charter”) to declassify the Board and make other conforming, administrative and technical changes (such amendment to the Current Charter, the “Declassification Amendment”). The Declassification Amendment had been approved, subject to stockholder approval, by the Board on April 12, 2023.

On June 9, 2023, the Company filed a certificate of amendment (the “Certificate of Amendment”) to the Current Charter that reflects the Declassification Amendment with the Delaware Secretary of State and the Certificate of Amendment became effective on filing. In addition, following the filing and effectiveness of the Certificate of Amendment, the Company filed a restated certificate of incorporation that integrated the Declassification Amendment into a single document (the “Restated Charter”).

On June 9, 2023, the Company’s amended and restated bylaws were amended and restated effective upon the filing and effectiveness of the Certificate of Amendment (the “Restated Bylaws”). The Restated Bylaws make certain changes consistent with the Declassification Amendment. The Restated Bylaws had been approved, subject to the filing and effectiveness of the Certificate of Amendment, by the Board on April 12, 2023.

The foregoing descriptions do not purport to be complete and are qualified in their entirety by reference to the full text of the Certificate of Amendment, Restated Charter and Restated Bylaws, copies of which are filed as Exhibits 3.1, 3.2 and 3.3, respectively, to this Report and are incorporated herein by reference.

Item 5.07. Submission of Matters to a Vote of Security Holders.

The stockholders of the Company voted on the following proposals at the Annual Meeting:

1. The following Class I Directors were nominated to serve until the 2026 Annual Meeting of Stockholders or until their successors are duly elected and qualified:

	For	Against	Abstain	Broker Non-Votes
Robert S. Epstein	59,025,305	6,552,633	7,604	2,552,614
Evan Jones	64,285,416	1,289,459	10,667	2,552,614

Each of the two nominees for director was elected to serve until the 2026 annual meeting of stockholders and until their successors are duly elected and qualified.

2. The ratification of the appointment of Ernst & Young LLP as the Company's independent registered public accounting firm for 2023:

For	Against	Abstain
67,927,173	200,662	10,321

The stockholders ratified the appointment of Ernst & Young LLP as the Company's independent registered public accounting firm for the fiscal year ending December 31, 2023.

3. The approval, on a non-binding advisory basis, of the compensation of the Company's named executive officers:

For	Against	Abstain	Broker Non-Votes
63,609,493	1,959,900	16,149	2,552,614

The stockholders approved, on a non-binding advisory basis, the compensation of the Company's named executive officers.

4. The approval of the 2023 Plan:

For	Against	Abstain	Broker Non-Votes
48,677,167	16,885,601	22,774	2,552,614

The stockholders approved the 2023 Plan.

5. The adoption of the Declassification Amendment:

For	Against	Abstain	Broker Non-Votes
65,544,426	28,371	12,745	2,552,614

The stockholders adopted the Declassification Amendment.

6. The adoption of an amendment to the Current Charter to exculpate certain of the Company's officers from personal liability for breach of the duty of care in certain actions, as permitted by Section 102(b)(7) of the Delaware General Corporation Law (the "Officer Exculpation Amendment"):

For	Against	Abstain	Broker Non-Votes
43,635,238	21,215,612	734,692	2,552,614

The stockholders did not adopt the Officer Exculpation Amendment.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
3.1	Certificate of Amendment to the Restated Certificate of Incorporation of the Registrant*
3.2	Restated Certificate of Incorporation of the Registrant*
3.3	Amended and Restated Bylaws of the Registrant*
10.1	2023 Equity Incentive Plan (incorporated by reference to Appendix A of Veracyte, Inc.'s Definitive Proxy Statement on Schedule 14A filed with the Securities and Exchange Commission on April 27, 2023)
10.2	Form of agreements under the 2023 Equity Incentive Plan*
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

* Filed herewith.

SIGNATURE

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

Dated: June 9, 2023

VERACYTE, INC.

By: /s/ Rebecca Chambers
Name: Rebecca Chambers
Title: *Chief Financial Officer*
(Principal Financial Officer)

**CERTIFICATE OF AMENDMENT OF
RESTATED CERTIFICATE OF INCORPORATION
OF VERACYTE, INC.**

Veracyte, Inc., a corporation organized and existing under the laws of the State of Delaware, hereby certifies as follows:

FIRST: The name of the corporation is Veracyte, Inc.

SECOND: The original Certificate of Incorporation of the corporation was filed with the Secretary of State of the State of Delaware on August 15, 2006 and the original name of the corporation was Calderome, Inc. The Certificate of Incorporation was most recently amended and restated on November 4, 2013 (the "Restated Certificate of Incorporation").

THIRD: This Certificate of Amendment of Restated Certificate of Incorporation was duly adopted by the corporation's Board of Directors and stockholders in accordance with Section 242 of the General Corporation Law of the State of Delaware (the "DGCL").

FOURTH: Article V.B of the Restated Certificate of Incorporation is hereby amended and restated in its entirety as follows:

"B. The Board of Directors is expressly authorized to adopt, amend or repeal the bylaws of the corporation without any action on the part of the stockholders, by the vote of at least a majority of the directors of the corporation then in office. In addition to any vote of the holders of any class or series of stock of the corporation required by law or this Restated Certificate of Incorporation, the bylaws may also be adopted, amended or repealed by the affirmative vote of the holders of at least sixty-six and two-thirds percent (66-2/3%) of the voting power of all of the then outstanding shares of the shares of the capital stock of the corporation entitled to vote generally in the election of directors, voting as a single class; provided, however, that the affirmative vote of the holders representing only a majority of the voting power of the shares of the capital stock of the corporation entitled to vote in the election of directors, voting as one class, shall be required if such adoption, amendment or repeal of the bylaws has been previously approved by the affirmative vote of at least two-thirds (2/3) of the directors of the corporation then in office."

FIFTH: Article VI.B, Article VI.C, and Article VI.D of the Restated Certificate of Incorporation are hereby amended and restated in their entirety as follows:

"B. Classes of Directors. Subject to the provisions of this Restated Certificate of Incorporation relating to the rights of any series of Preferred Stock as provided for or fixed pursuant to the provisions of Article IV hereof, directors of the corporation shall be and are divided into the following classes: the 2024 Class, the 2025 Class and the 2026 Class (each as defined below); provided that such division shall terminate at the 2026 annual meeting of stockholders. Subject to the provisions of this Restated Certificate of Incorporation relating to the rights of any series of Preferred Stock as provided for or fixed pursuant to the provisions of Article IV hereof, commencing with the 2024 annual meeting of stockholders, directors of the corporation other than those in the 2025 Class and 2026 Class (each as defined below) shall be elected for a term of one year, expiring at the next succeeding annual meeting of stockholders. Each director of the corporation serving in the class elected at the 2021 annual meeting of stockholders shall serve for a three-year term expiring at the 2024 annual meeting of stockholders (the "2024 Class"), each director of the corporation serving in the class elected at the 2022 annual meeting of stockholders shall serve for a three-year term expiring at the 2025 annual meeting of stockholders (the "2025 Class"), and each director of the corporation serving in the class elected at the 2023 annual meeting of stockholders shall serve for a three-year term expiring at the 2026 annual meeting of stockholders (the "2026 Class"), including any person appointed to fill a vacancy or newly created directorship occurring in the 2024 Class, 2025 Class or the 2026 Class (each of whom shall be deemed to be a member of the class of directors in which the vacancy or newly created directorship occurred), shall continue to hold office until the end of the term for which such director was elected or appointed, as applicable. Subject to the provisions of this Restated Certificate of Incorporation relating to directors elected by the holders of one or more series of Preferred Stock as provided for or fixed pursuant to the provisions of Article IV hereof, (a) commencing with the 2024 annual meeting of stockholders, all directors of the corporation other than

those in the 2025 Class and the 2026 Class will be elected for a term of one year, (b) commencing with the 2025 annual meeting of stockholders, all directors of the corporation other than those in the 2026 Class will be elected for a term of one year, and (c) commencing with the 2026 annual meeting of stockholders, all directors of the corporation will be elected for a term of one-year. In all cases, each director shall serve until such director's successor has been duly elected and qualified or until such director's earlier death, resignation, retirement, disqualification, or removal from office. No decrease in the number of directors constituting the Board of Directors shall shorten the term of any incumbent director.

C. Vacancies. Except as otherwise provided for or fixed pursuant to the provisions of Article IV of this Restated Certificate of Incorporation relating to the rights of the holders of any series of Preferred Stock to elect directors, and subject to the provisions hereof, newly created directorships resulting from any increase in the authorized number of directors, any vacancies on the Board of Directors resulting from death, resignation, retirement, disqualification, removal, or other cause, shall be filled only by the affirmative vote of a majority of the remaining directors then in office, even though less than a quorum of the Board of Directors, or by a sole remaining director. Any director elected in accordance with the preceding sentence shall hold office (i) for the remainder of the full term of the class of directors in which the new directorship was created or in which the vacancy occurred (subject to the declassification provisions in the preceding paragraph B), or (ii) following the termination of the classification of the Board of Directors, for a term expiring at the next annual meeting of stockholders, and, in either case, until such director's successor shall have been duly elected and qualified or until his or her earlier resignation, removal from office, death or incapacity. In the event of a vacancy in the Board of Directors, the remaining directors, except as otherwise provided by law, or by the certificate of incorporation or the bylaws of the corporation, may exercise the powers of the full board until the vacancy is filled.

D. Removal of Directors. Subject to the special rights of the holders of one or more series of Preferred Stock with respect to the election of directors, except as otherwise provided by law, each director serving in a class of directors for a term expiring at the third annual meeting of stockholders following the election of such class may be removed only for cause and only by the affirmative vote of the holders of sixty-six and two-thirds percent (66-2/3%) of the voting power of all of the then outstanding shares of the shares of the capital stock of the corporation entitled to vote generally in the election of directors, voting as a single class, and all other directors may be removed with or without cause by the affirmative vote of the holders of sixty-six and two-thirds percent (66-2/3%) of the voting power of all of the then outstanding shares of the shares of the capital stock of the corporation entitled to vote generally in the election of directors, voting as a single class."

SIXTH: Article X of the Restated Certificate of Incorporation is hereby amended and restated in its entirety as follows:

"ARTICLE X

Notwithstanding any other provision of this Restated Certificate of Incorporation, the affirmative vote of the holders of at least sixty-six and two-thirds percent (66-2/3%) of the voting power of all of the then outstanding shares of the capital stock of the corporation entitled to vote generally in the election of directors, voting together as a single class, shall be required to amend in any respect or repeal this Article X, or paragraph B of Article V, or Article VI, VII, VIII or IX."

IN WITNESS WHEREOF, the corporation has caused this Certificate of Amendment of Restated Certificate of Incorporation to be signed by its Chief Executive Officer on this 9th day of June, 2023.

VERACYTE, INC.

By: /s/ Marc Stapley
Marc Stapley
Chief Executive Officer

**RESTATED CERTIFICATE OF INCORPORATION
OF VERACYTE, INC.**

Veracyte, Inc., a corporation organized and existing under the laws of the State of Delaware, hereby certifies as follows:

FIRST: The name of the corporation is Veracyte, Inc.

SECOND: The original Certificate of Incorporation of the corporation was filed with the Secretary of State of the State of Delaware on August 15, 2006 and the original name of the corporation was Calderome, Inc. The Certificate of Incorporation was most recently amended and restated on November 4, 2013 (the "Current Restated Certificate of Incorporation") and was further amended on June 9, 2023.

THIRD: The following Restated Certificate of Incorporation was duly adopted by the Board of Directors of the corporation in accordance with Section 245 of the General Corporation Law of the State of Delaware, and only restates and integrates and does not further amend the provisions of the corporation's Current Restated Certificate of Incorporation as heretofore amended and supplemented, and there is no discrepancy between those provisions and the following:

ARTICLE I

The name of the corporation is Veracyte, Inc.

ARTICLE II

The address of the registered office of the corporation in the State of Delaware is 1209 Orange Street, in the City of Wilmington, County of New Castle, 19801. The name of its registered agent at such address is National Registered Agents, Inc.

ARTICLE III

The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware (the "DGCL").

ARTICLE IV

A. Classes of Stock. The total number of shares of all classes of classes of capital stock that the corporation shall have authority to issue is one hundred thirty million (130,000,000), of which one hundred twenty-five million (125,000,000) shares of the par value of one-tenth of one cent (\$0.001) each shall be Common Stock (the "Common Stock") and five million (5,000,000) shares of the par value of one-tenth of one cent (\$0.001) each shall be Preferred Stock (the "Preferred Stock"). The number of authorized shares of Common Stock or Preferred Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority of the then outstanding shares of Common Stock, without a vote of the holders of the Preferred Stock, or of any series thereof, unless a vote of any such Preferred Stock holders is required pursuant to the provisions established by the Board of Directors of the corporation (the "Board of Directors") in the resolution or resolutions providing for the issue of such Preferred Stock, and if such holders of such Preferred Stock are so entitled to vote thereon, then, except as may otherwise be set forth in this Restated Certificate of Incorporation, the only stockholder approval required shall be the affirmative vote of a majority of the combined voting power of the Common Stock and the Preferred Stock so entitled to vote.

B. Preferred Stock. The Preferred Stock may be issued from time to time in one or more series, as determined by the Board of Directors. The Board of Directors is expressly authorized to provide for the issue, in one or more series, of all or any of the remaining shares of Preferred Stock and, in the resolution or resolutions providing for such issue, to establish for each such series the number of its

shares, the voting powers, full or limited, of the shares of such series, or that such shares shall have no voting powers, and the designations, preferences and relative, participating, optional or other special rights of the shares of such series, and the qualifications, limitations or restrictions thereof. The Board of Directors is also expressly authorized (unless forbidden in the resolution or resolutions providing for such issue) to increase or decrease (but not below the number of shares of such series then outstanding) the number of shares of any series subsequent to the issuance of shares of that series. In case the number of shares of any such series shall be so decreased, the shares constituting such decrease shall resume the status that they had prior to the adoption of the resolution originally fixing the number of shares of such series.

C. Common Stock.

1. Relative Rights of Preferred Stock and Common Stock. All preferences, voting powers, relative, participating, optional or other special rights and privileges, and qualifications, limitations, or restrictions of the Common Stock are expressly made subject and subordinate to those that may be fixed with respect to any shares of the Preferred Stock.

2. Voting Rights. Except as otherwise required by law or this Restated Certificate of Incorporation, each holder of Common Stock shall have one vote in respect of each share of stock held by such holder of record on the books of the corporation for the election of directors and on all matters submitted to a vote of stockholders of the corporation.

3. Dividends. Subject to the preferential rights of the Preferred Stock, the holders of shares of Common Stock shall be entitled to receive, when and if declared by the Board of Directors, out of the assets of the corporation which are by law available therefor, dividends payable either in cash, in property or in shares of capital stock.

4. Dissolution, Liquidation or Winding Up. In the event of any dissolution, liquidation or winding up of the affairs of the corporation, after distribution in full of the preferential amounts, if any, to be distributed to the holders of shares of the Preferred Stock, holders of Common Stock shall be entitled, unless otherwise provided by law or this Restated Certificate of Incorporation, to receive all of the remaining assets of the corporation of whatever kind available for distribution to stockholders ratably in proportion to the number of shares of Common Stock held by them respectively.

ARTICLE V

In furtherance and not in limitation of the powers conferred by the laws of the State of Delaware:

A. The business and affairs of the corporation shall be managed by or under the direction of the Board of Directors.

B. The Board of Directors is expressly authorized to adopt, amend or repeal the bylaws of the corporation without any action on the part of the stockholders, by the vote of at least a majority of the directors of the corporation then in office. In addition to any vote of the holders of any class or series of stock of the corporation required by law or this Restated Certificate of Incorporation, the bylaws may also be adopted, amended or repealed by the affirmative vote of the holders of at least sixty-six and two-thirds percent (66-2/3%) of the voting power of all of the then outstanding shares of the shares of the capital stock of the corporation entitled to vote generally in the election of directors, voting as a single class; provided, however, that the affirmative vote of the holders representing only a majority of the voting power of the shares of the capital stock of the corporation entitled to vote in the election of directors, voting as one class, shall be required if such adoption, amendment or repeal of the bylaws has been previously approved by the affirmative vote of at least two-thirds (2/3) of the directors of the corporation then in office.

C. Elections of directors need not be by written ballot unless the bylaws of the corporation shall so provide.

D. The books of the corporation may be kept at such place within or without the State of Delaware as the bylaws of the corporation may provide or as may be designated from time to time by the Board of Directors.

ARTICLE VI

A. Number of Directors. Subject to the rights of holders of any series of Preferred Stock with respect to the election of directors, the number of directors that constitutes the entire Board of Directors of the corporation shall be fixed exclusively by one or more resolutions adopted from time to time by the Board of Directors.

B. Classes of Directors. Subject to the provisions of this Restated Certificate of Incorporation relating to the rights of any series of Preferred Stock as provided for or fixed pursuant to the provisions of Article IV hereof, directors of the corporation shall be and are divided into the following classes: the 2024 Class, the 2025 Class and the 2026 Class (each as defined below); provided that such division shall terminate at the 2026 annual meeting of stockholders. Subject to the provisions of this Restated Certificate of Incorporation relating to the rights of any series of Preferred Stock as provided for or fixed pursuant to the provisions of Article IV hereof, commencing with the 2024 annual meeting of stockholders, directors of the corporation other than those in the 2025 Class and 2026 Class (each as defined below) shall be elected for a term of one year, expiring at the next succeeding annual meeting of stockholders. Each director of the corporation serving in the class elected at the 2021 annual meeting of stockholders shall serve for a three-year term expiring at the 2024 annual meeting of stockholders (the "2024 Class"), each director of the corporation serving in the class elected at the 2022 annual meeting of stockholders shall serve for a three-year term expiring at the 2025 annual meeting of stockholders (the "2025 Class"), and each director of the corporation serving in the class elected at the 2023 annual meeting of stockholders shall serve for a three-year term expiring at the 2026 annual meeting of stockholders (the "2026 Class"), including any person appointed to fill a vacancy or newly created directorship occurring in the 2024 Class, 2025 Class or the 2026 Class (each of whom shall be deemed to be a member of the class of directors in which the vacancy or newly created directorship occurred), shall continue to hold office until the end of the term for which such director was elected or appointed, as applicable. Subject to the provisions of this Restated Certificate of Incorporation relating to directors elected by the holders of one or more series of Preferred Stock as provided for or fixed pursuant to the provisions of Article IV hereof, (a) commencing with the 2024 annual meeting of stockholders, all directors of the corporation other than those in the 2025 Class and the 2026 Class will be elected for a term of one year, (b) commencing with the 2025 annual meeting of stockholders, all directors of the corporation other than those in the 2026 Class will be elected for a term of one year, and (c) commencing with the 2026 annual meeting of stockholders, all directors of the corporation will be elected for a term of one-year. In all cases, each director shall serve until such director's successor has been duly elected and qualified or until such director's earlier death, resignation, retirement, disqualification, or removal from office. No decrease in the number of directors constituting the Board of Directors shall shorten the term of any incumbent director.

C. Vacancies. Except as otherwise provided for or fixed pursuant to the provisions of Article IV of this Restated Certificate of Incorporation relating to the rights of the holders of any series of Preferred Stock to elect directors, and subject to the provisions hereof, newly created directorships resulting from any increase in the authorized number of directors, any vacancies on the Board of Directors resulting from death, resignation, retirement, disqualification, removal, or other cause, shall be filled only by the affirmative vote of a majority of the remaining directors then in office, even though less than a quorum of the Board of Directors, or by a sole remaining director. Any director elected in accordance with the preceding sentence shall hold office (i) for the remainder of the full term of the class of directors in which the new directorship was created or in which the vacancy occurred (subject to the declassification provisions in the preceding paragraph B), or (ii) following the termination of the classification of the Board of Directors, for a term expiring at the next annual meeting of stockholders, and, in either case, until such director's successor shall have been duly elected and qualified or until his or her earlier resignation, removal from office, death or incapacity. In the event of a vacancy in the Board of Directors, the remaining directors, except as otherwise provided by law, or by the certificate of incorporation or the bylaws of the corporation, may exercise the powers of the full board until the vacancy is filled.

D. Removal of Directors. Subject to the special rights of the holders of one or more series of Preferred Stock with respect to the election of directors, except as otherwise provided by law, each director serving in a class of directors for a term expiring at the third annual meeting of stockholders following the election of such class may be removed only for cause and only by the affirmative vote of the holders of sixty-six and two-thirds percent (66-2/3%) of the voting power of all of the then outstanding shares of the shares of the capital stock of the corporation entitled to vote generally in the election of directors, voting as a single class, and all other directors may be removed with or without cause by the affirmative vote of the holders of sixty-six and two-thirds percent (66-2/3%) of the voting power of all of the then outstanding shares of the shares of the capital stock of the corporation entitled to vote generally in the election of directors, voting as a single class.

ARTICLE VII

A. Except as otherwise provided for or fixed pursuant to the provisions of Article IV of this Restated Certificate of Incorporation relating to the rights of the holders of any series of Preferred Stock to act by written consent, no action required or permitted to be taken by the stockholders of the corporation at any annual or special meeting of the stockholders of the corporation may be taken without a meeting, and the power of stockholders to consent in writing, without a meeting, to the taking of any action is specifically denied.

B. Except as otherwise provided for or fixed pursuant to the provisions of Article IV of this Restated Certificate of Incorporation relating to the rights of the holders of any series of Preferred Stock to call a special meeting of the holders of such series, special meetings of the stockholders of the corporation may be called only by the Chairman of the Board or the Chief Executive Officer of the corporation or by a resolution adopted by the affirmative vote of a majority of the Board of Directors, and any power of stockholders to call a special meeting of stockholders is specifically denied.

C. Advance notice of stockholder nominations for the election of directors and of business to be brought by stockholders before any meeting of the stockholders of the corporation shall be given in the manner and to the extent provided in the bylaws of the corporation.

ARTICLE VIII

A. Limitation on Liability. To the fullest extent permitted by the DGCL, as the same exists or as may hereafter be amended, a director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director. If the DGCL is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the corporation shall be eliminated or limited to the fullest extent permitted by the DGCL, as so amended.

B. Indemnification. Each person who is or was a director or officer of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust, employee benefit plan or other enterprise (including the heirs, executors, administrators or estate of such person), shall be indemnified and advanced expenses by the corporation, in accordance with the bylaws of the corporation, to the fullest extent authorized by the DGCL, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than said law permitted the corporation to provide prior to such amendment) or any other applicable laws as presently or hereinafter in effect. The right to indemnification and advancement of expenses hereunder shall not be exclusive of any other right that any person may have or hereafter acquire under any statute, provision of the Restated Certificate of Incorporation, bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

C. Insurance. The corporation may, to the fullest extent permitted by law, purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against any expense, liability or loss incurred by such person in any such capacity or arising out

of such person's status as such, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the DGCL.

D. Repeal and Modification. Any repeal or modification of the foregoing provisions of this Article VIII shall not adversely affect any right or protection existing hereunder immediately prior to such repeal or modification.

ARTICLE IX

Unless the corporation consents in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware shall be the sole and exclusive forum for (i) any derivative action or proceeding brought on behalf of the corporation, (ii) any action asserting a claim of breach of a fiduciary duty owed by any director, officer or other employee of the corporation to the corporation or the corporation's stockholders, (iii) any action asserting a claim arising pursuant to any provision of the DGCL, or (iv) any action asserting a claim governed by the internal affairs doctrine. Any person or entity purchasing or otherwise acquiring any interest in shares of capital stock of the corporation shall be deemed to have notice of and consented to the provisions of this Article IX.

ARTICLE X

Notwithstanding any other provision of this Restated Certificate of Incorporation, the affirmative vote of the holders of at least sixty-six and two-thirds percent (66-2/3%) of the voting power of all of the then outstanding shares of the capital stock of the corporation entitled to vote generally in the election of directors, voting together as a single class, shall be required to amend in any respect or repeal this Article X, or paragraph B of Article V, or Article VI, VII, VIII or IX.

IN WITNESS WHEREOF, the corporation has caused this Restated Certificate of Incorporation to be signed by its Chief Executive Officer on this 9th day of June, 2023.

VERACYTE, INC.

By: /s/ Marc Stapley
Marc Stapley
Chief Executive Officer

**AMENDED AND RESTATED
BYLAWS
OF
VERACYTE, INC.
(a Delaware corporation)**

As Amended and Restated on June 9, 2023

TABLE OF CONTENTS

	Page
Article 1 Offices	1
1.1 Registered Office	1
1.2 Other Offices	1
Article 2 Meeting of Stockholders	1
2.1 Place of Meeting	1
2.2 Annual Meeting	1
2.3 Special Meetings	5
2.4 Notice of Meetings	6
2.5 List of Stockholders	6
2.6 Organization and Conduct of Business	6
2.7 Quorum	7
2.8 Adjournments	7
2.9 Voting Rights	7
2.10 Action at Meetings	7
2.11 Record Date for Stockholder Notice and Voting	8
2.12 Proxies	8
2.13 Inspectors of Election	9
2.14 Action Without a Meeting	9
2.15 Emergency Bylaws	9
2.16 Delivery to the Corporation	10
Article 3 Directors	10
3.1 Number, Election, Tenure and Qualifications	10
3.2 Enlargement and Vacancies	15
3.3 Resignation and Removal	16
3.4 Powers	16
3.5 Chair of the Board	16
3.6 Place of Meetings	16
3.7 [Reserved]	16
3.8 Regular Meetings	16
3.9 Special Meetings	16
3.10 Quorum, Action at Meeting, Adjournments	17
3.11 Action Without Meeting	17
3.12 Remote Meetings	17
3.13 Committees	17
3.14 Fees and Compensation of Directors	18
3.15 Submission of Questionnaire, Representation and Agreement	18
Article 4 Officers	19
4.1 Officers Designated	19

4.2	[Reserved]	19
4.3	Tenure	19
4.4	Chief Executive Officer	19
4.5	President	20
4.6	Chief Financial Officer	20
4.7	Vice President	20
4.8	Secretary	20
4.9	Assistant Secretary	20
4.10	Treasurer and Assistant Treasurers	21
4.11	Delegation of Authority	21
	Article 5 Notices	21
5.1	Form and Delivery	21
5.2	Affidavit of Giving Notice	21
5.3	Waiver of Notice	21
	Article 6 Indemnification and Insurance	22
6.1	Indemnification	22
6.2	Advance Payment	22
6.3	Non-Exclusivity and Survival of Rights; Amendments	23
6.4	Determination; Claim	23
6.5	Insurance	23
6.6	Severability	23
6.7	Reliance	23
6.8	Indemnification of Other Persons	24
6.9	Indemnification for Successful Defense	24
	Article 7 Capital Stock	24
7.1	Certificates for Shares	24
7.2	Signatures on Certificates	25
7.3	Transfer of Stock	25
7.4	Registered Stockholders	25
7.5	Lost, Stolen or Destroyed Certificates	25
	Article 8 General Provisions	25
8.1	Dividends	25
8.2	Checks	26
8.3	Corporate Seal	26
8.4	Execution of Corporate Contracts and Instruments	26
8.5	Representation of Shares of Other Corporations	26
	Article 9 Amendments	26
	Article 10 Exclusive Forum	27

**AMENDED AND RESTATED
BYLAWS
OF
VERACYTE, INC.**

(a Delaware corporation)

**ARTICLE 1
OFFICES**

1.1 Registered Office. The registered office of the corporation shall be set forth in the certificate of incorporation of the corporation (the "Certificate of Incorporation").

1.2 Other Offices. The corporation may also have offices at such other places, either within or without the State of Delaware, as the board of directors of the corporation (the "Board") may from time to time designate or the business of the corporation may require.

**ARTICLE 2
MEETING OF STOCKHOLDERS**

2.1 Place of Meeting. Meetings of stockholders may be held at such place, either within or without the State of Delaware, as may be designated by or in the manner provided in these bylaws, or, if not so designated, at the principal executive offices of the corporation. In lieu of holding a meeting of stockholders at a designated place, the Board, in its sole discretion, may determine that any meeting of stockholders may be held solely by means of remote communication. The Board may postpone, reschedule or cancel at any time and for any reason any previously scheduled special or annual meeting of stockholders, before or after the notice for such meeting has been sent to the stockholders.

2.2 Annual Meeting. Annual meetings of stockholders shall be held each year at such date and time as shall be designated from time to time by the Board and stated in the notice of the meeting. At each such annual meeting, the stockholders shall elect the number of directors equal to the number of directors whose term expires at such meeting (or, if fewer, the number of directors properly nominated and qualified for election). The stockholders shall also transact such other business as may properly be brought before the meeting.

To be properly brought before the annual meeting, business must be (a) specified in the notice of meeting (or any supplement thereto) given by or at the direction of the Board (or a committee thereof), (b) otherwise properly brought before the meeting by or at the direction of the Board, or (c) otherwise properly brought before the meeting by a stockholder who is a stockholder of record of the corporation (and, with respect to any beneficial owner, if different, on whose behalf such business is proposed, only if such beneficial owner was the beneficial owner of shares of the corporation) at the time of giving of the notice provided for in this Section and at the time of the annual meeting, who is entitled to vote at the meeting, and who timely complies with the notice, information and other procedures and requirements set forth in this Section. The requirements of this Section shall apply to any business to be brought before an annual meeting by a stockholder, other than (i) the nomination of a person for election as a director, which must be made in compliance with, and shall be exclusively governed by, Section

3.1 of these bylaws, and (ii) matters properly brought under Rule 14a-8 (or any successor rule or regulation) promulgated under the Securities Exchange Act of 1934 (the “Exchange Act”) and included in the corporation’s notice of meeting. In addition, if the stockholder, the beneficial owner, if any, or any associated person (as defined below) of such stockholder or beneficial owner has provided the corporation with a Solicitation Notice (as defined below), such stockholder, beneficial owner, if any, or associated person of such stockholder or beneficial owner must have delivered a proxy statement and form of proxy to holders of at least the percentage of the corporation’s capital stock required under applicable law to carry such proposals and must have included in such materials the Solicitation Notice. If no Solicitation Notice relating thereto has been timely provided pursuant to this Section 2.2, the stockholder, the beneficial owner, if any, or any associated person of such stockholder or beneficial owner proposing such business must not have solicited a number of proxies sufficient to have required the delivery of such a Solicitation Notice under this Section 2.2.

For business to be properly brought before an annual meeting by a stockholder, the stockholder must have given timely notice to the Secretary of the corporation in proper written form of the stockholder’s intent to propose such business and the business proposed must be otherwise proper to be brought before the meeting. To be timely, the stockholder’s notice must be received by the Secretary of the corporation at the principal executive offices of the corporation not earlier than 5:00 p.m. Eastern Time on the 120th day nor later than 5:00 p.m. Eastern Time on the 90th day prior to the first anniversary date of the preceding year’s annual meeting of stockholders; provided, however, that in the event that no annual meeting was held in the preceding year or the annual meeting is called for a date that is more than 30 days before or more than 60 days after the first anniversary date of the preceding year’s annual meeting of stockholders, notice by the stockholder to be timely must be so received by the Secretary of the corporation not later than 5:00 p.m. Eastern Time on the later of (x) the 90th day prior to the date of such scheduled annual meeting and (y) the 10th day following the earlier to occur of the day on which notice of the date of the scheduled annual meeting was given or day on which public announcement (as defined below) of the date of such scheduled annual meeting was first made. In no event shall any adjournment, postponement or rescheduling (or a public announcement thereof) of an annual meeting for which notice has been given or a public announcement of the meeting date has been made commence a new time period (or extend any time period) for the giving of the stockholder’s notice as described above.

A stockholder’s notice to the Secretary shall set forth the following as to each matter the stockholder proposes to bring before the annual meeting: (i) a brief description of the business desired to be brought before the annual meeting, the text of the proposal or business (including the text of any resolutions proposed for consideration and, in the event that such business includes a proposal to amend these bylaws, the language of the proposed amendment), and the reasons for conducting such business at the annual meeting; and (ii) as to the stockholder giving the notice, the beneficial owner, if any, on whose behalf the business is being proposed and any associated person of such stockholder or beneficial owner, (A) the name and address, as they appear on the corporation’s books, of the stockholder, the name and address of the beneficial owner, if any, and the name and address of any person who is an associated person of the stockholder or the beneficial owner, (B) the class, series and number of shares of the corporation that are held of record by the stockholder, the beneficial owner, if any, and any person who is an associated person of the stockholder or the beneficial owner as of the date of the notice, (C)

certification regarding whether such stockholder, beneficial owner, if any, and any associated person of such stockholder or beneficial owner has complied with all applicable federal, state and other legal requirements in connection with such stockholder's, beneficial owner's and any associated person's of such stockholder or beneficial owner acquisition of shares of capital stock or other securities of the corporation and/or such stockholder's, beneficial owner's and any associated person's of such stockholder or beneficial owner acts or omissions as a stockholder of the corporation, (D) any material interest (including any substantial interest within the meaning of Item 5 of Schedule 14A under the Exchange Act) in such business of the stockholder, the beneficial owner, if any, and any associated person of the stockholder or the beneficial owner, (E) a representation (x) as to whether or not the stockholder, any beneficial owner or any other participant (used herein as defined in Item 4 of Schedule 14A under the Exchange Act) will engage in a solicitation within the meaning of Exchange Act Rule 14a-1(l) with respect to the business proposal and, if so, the name of each participant in such solicitation and the amount of the cost of the solicitation that has been and will be borne (directly or indirectly) by each participant in such solicitation and (y) as to whether the stockholder, the beneficial owner, if any, or any associated person of such stockholder or beneficial owner intends, or is or intends to be part of a group that intends, to (i) deliver, or make available, a proxy statement and/or form of proxy to holders of at least the percentage of the corporation's outstanding shares that, together with shares owned by the stockholder, the beneficial owner or associated person of such stockholder or beneficial owner and any such group, would be required to approve or adopt such business and/or (ii) otherwise to solicit proxies from stockholders in support of such business (an affirmative statement of such intent to solicit in accordance with the foregoing clause (E)(y)(i) being a "Solicitation Notice"), and (F) any other information that would be required to be provided by the stockholder, the beneficial owner, if any, and any person who is an associated person of the stockholder or the beneficial owner pursuant to the Section 14 of the Exchange Act and the rules and regulations promulgated thereunder assuming that the stockholder or the beneficial owner were to request that the corporation include such business in the corporation's proxy statement as a stockholder proposal; (G) the class, series and number of shares of the corporation that are owned beneficially by the stockholder or beneficial owner and any associated person thereof as of the date of the notice, (H) any derivative or short positions held or beneficially held by the stockholder or beneficial owner and any associated person thereof and whether and the extent to which any hedging or other transaction or series of transactions has been entered into by or on behalf of, or any other agreement, arrangement or understanding (including any profit interests, options, and borrowed or loaned shares) has been made, the effect or intent of which is to mitigate loss to, manage the risk or benefit of share price changes for, or increase or decrease the voting power of, the stockholder or beneficial owner or any associated person thereof with respect to the corporation's securities, (I) a representation that the stockholder will provide the corporation in writing the information required by clauses (A) through (J) of this paragraph updated as of the record date for the meeting promptly following the later of the record date or the date on which public announcement of the record date was first made, (J) a description of any agreement, arrangement or understanding with respect to such business between or among the stockholder or beneficial owner and any associated person thereof, and any other person or persons, on the other hand, (including their names) in connection with such business (and/or the voting of shares of any class or series of capital stock of the corporation) (including any agreement that would be required to be disclosed pursuant to Item 5 or Item 6 of Schedule 13D under the Exchange Act (or any successor schedule),

regardless of whether the requirement to file a Schedule 13D is applicable to the stockholder, beneficial owner or associated person of such stockholder or beneficial owner), and (iv) a representation that the stockholder (or a qualified representative (as defined below) of the stockholder) intends to appear at the meeting (including virtually in the case of a meeting conducted solely by means of remote communications) to propose such business.

Notwithstanding anything in these bylaws to the contrary, (a) no business shall be conducted at the annual meeting except in accordance with the procedures set forth in this Section; and (b) unless otherwise required by law, if a stockholder intending to propose business at an annual meeting pursuant to the preceding paragraph does not provide the updated information required under clause (ii) of the preceding paragraph to the corporation promptly following the later of the record date or the date on which public announcement of the record date was first made, the stockholder (or a qualified representative of the stockholder) does not appear at the meeting to present the proposed business or any stockholder, beneficial owner or an associated person of such stockholder or beneficial owner acted contrary to any representation, certification or agreement required by this Section 2.2 or otherwise failed to comply with this Section 2.2 (or any law, rule or regulation identified in this Section 2.2) or provided false or misleading information to the corporation, such business shall not be transacted, notwithstanding that proxies in respect of such business may have been received by the corporation. For purposes of these bylaws, to be considered a “qualified representative” of the stockholder, a person must be a duly authorized officer, manager, trustee or partner of such stockholder or authorized by a writing executed by such stockholder (or a reliable reproduction or electronic transmission of the writing) delivered to the corporation at least 5 business days prior to the meeting by the stockholder stating that the person is authorized to act for the stockholder as proxy at the meeting of stockholders. Notwithstanding the foregoing provisions of this Section, a stockholder shall also comply with all applicable requirements of the Exchange Act and the rules and regulations thereunder with respect to the matters set forth in this Section, and any violation thereof shall be deemed a violation of these bylaws; provided, however, that any references in this Section to the Exchange Act or the rules and regulations thereunder are not intended to and shall not limit the requirements applicable to proposals as to any business to be considered pursuant to the preceding paragraph. The requirements set forth in the preceding paragraph of this Section are intended to provide the corporation with notice of a stockholder’s intention to bring business before an annual meeting and related information and shall in no event be construed as imposing upon any stockholder the requirement to seek approval from the corporation as a condition precedent to bringing any such business before an annual meeting. Nothing in this Section 2.2 or Sections 2.3 or 3.1 shall be deemed to affect any rights (i) of stockholders to request inclusion of proposals in the corporation’s proxy statement pursuant to Rule 14a-8 (or any successor rule or regulation) promulgated under the Exchange Act or (ii) of the holders of any class or series of stock having a preference over the common stock as to dividends or upon liquidation to make nominations of persons for election to the Board if and to the extent provided for under law, the Certificate of Incorporation, or these bylaws.

The Chair of the Board (or such other person presiding at the meeting in accordance with these bylaws) shall, if the facts warrant, determine and declare to the meeting that business was not properly brought before the meeting in accordance with the provisions of this Section (including a failure to comply with any law, rule or regulation identified herein), and if he or she

should so determine, he or she shall so declare to the meeting and any such business not properly brought before the meeting shall not be transacted.

For purposes of these bylaws, (1) “public announcement” shall mean disclosure (A) in a press release issued through Business Wire or PR Newswire or reported by the Dow Jones News Service, Associated Press or a comparable national news service or (B) in a document publicly filed by the corporation with the Securities and Exchange Commission (the “SEC”) pursuant to Section 13, 14 or 15(d) of the Exchange Act, (2) “associated person” of a person shall mean any person controlling, controlled by or under common control with, directly or indirectly, or acting in concert with, such person, and (3) “group” shall have the meaning ascribed to such term under Section 13(d)(3) of the Exchange Act.

2.3 Special Meetings. Special meetings of the stockholders may be called for any purpose or purposes, unless otherwise prescribed by statute or by the Certificate of Incorporation, by the Secretary only at (a) the written request of the Chair of the Board or the Chief Executive Officer or (b) by a resolution duly adopted by the affirmative vote of a majority of the Board. Such written request or resolution shall state the purpose or purposes of the special meeting. Business transacted at any special meeting shall be limited to matters relating to the purpose or purposes stated in the notice of meeting. If the election of directors is included as business to be brought before a special meeting in the corporation’s notice of meeting, then nominations of persons for election to the Board at a special meeting of stockholders may be made (a) by or at the direction of the Board or any committee thereof or (b) by any stockholder of the corporation who is a stockholder of record (and, with respect to any beneficial owner, if different, on whose behalf such nomination or nominations are made, only if such beneficial owner was the beneficial owner of shares of the corporation) at the time of giving notice provided for in this paragraph and at the time of the special meeting, who is entitled to vote at the meeting and who delivers timely written notice to the Secretary of the corporation setting forth the information required by Section 3.1. To be timely, a stockholder’s notice must be received by the Secretary of the corporation at the principal executive offices of the corporation (A) not earlier than 5:00 p.m. Eastern Time on the day that is 120 days prior to the date of the special meeting nor (B) later than 5:00 p.m. Eastern Time on the day that is the later of 90 days prior to the date of the special meeting or, if the date of such special meeting is fewer than 90 days after the public announcement of the date of the special meeting, the 10th day following the day on which such public announcement was first made. A stockholder’s notice to the Secretary given pursuant to this Section 2.3 shall comply with the notice, information and other requirements of Section 3.1. Further, the stockholder must have complied in all respects with the requirements of Section 14 of the Exchange Act, including, without limitation, if applicable, the requirements of Rule 14a-19 (as such rule and regulations may be amended from time to time by the SEC, including any SEC Staff interpretations relating thereto) and the Board or an executive officer designated thereby shall have determined that the stockholder has satisfied the notice requirements of Section 3.1. In no event shall an adjournment or, postponement or rescheduling (or the public announcement thereof) of a special meeting commence a new time period (or extend any time period) for providing such notice. For the avoidance of doubt, the fifth through eighth paragraphs of Section 3.1 shall apply to stockholder notices relating to director nominations given in connection with special meetings of stockholders pursuant to this Section 2.3.

2.4 Notice of Meetings. Except as otherwise provided by law, notice of each meeting of stockholders, annual or special, shall be given in accordance with applicable law (including, without limitation, as set forth in Article 5 of these bylaws) stating the place, if any, date and time of the meeting, the means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such meeting, the record date for determining the stockholders entitled to vote at the meeting (if such date is different from the record date for determining stockholders entitled to notice of the meeting), and, in the case of a special meeting, the purpose or purposes for which such special meeting is called, shall be given to each stockholder entitled to vote at such meeting as of the record date for determining the stockholders entitled to notice of the meeting not less than 10 nor more than 60 days before the date of the meeting, unless otherwise required by applicable law.

2.5 List of Stockholders. The corporation shall prepare and make, no later than the tenth (10th) day before each meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting; provided, however, if the record date for determining the stockholders entitled to vote is less than 10 days before the meeting date, the list shall reflect the stockholders entitled to vote as of the tenth day before the meeting date, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Nothing in this Section 2.5 shall require the corporation to include electronic mail addresses or other electronic contact information on such list. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, for a period of ten (10) days ending on the day before the meeting date, (a) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting, or (b) during ordinary business hours, at the principal place of business of the corporation. In the event that the corporation determines to make the list available on an electronic network, the corporation may take reasonable steps to ensure that such information is available only to stockholders of the corporation. Except as otherwise provided by law, the stock ledger shall be the only evidence as to who are the stockholders entitled to examine the list of stockholders required by this Section 2.5 or to vote in person or by proxy at any meeting of stockholders. Notwithstanding the foregoing, the corporation may maintain and authorize examination of the list of stockholders in any manner expressly permitted by the General Corporation Law of the State of Delaware (the "DGCL") at the time.

2.6 Organization and Conduct of Business. The Chair of the Board or, in his or her absence, the Chief Executive Officer or President of the corporation or, in their absence, such person as the Board may have designated or, in the absence of such a person, such person as may be chosen by the holders of a majority of the shares entitled to vote at the meeting who are present, in person or by proxy, shall call to order any meeting of the stockholders and act as chair of the meeting. In the absence of the Secretary of the corporation, the secretary of the meeting shall be such person as the chair of the meeting appoints.

The chair of any meeting of stockholders shall determine the order of business and the procedure at the meeting, including such rules, regulations or procedures regarding the manner of voting and the conduct of discussion as seems to him or her in order.

Such rules, regulations or procedures may include, without limitation, the following: (a) the establishment of an agenda or order of business for the meeting, (b) rules and procedures for

maintaining order at the meeting and the safety of those present, (c) limitations on attendance at or participation in the meeting to stockholders entitled to vote at the meeting, their duly authorized and constituted proxies or such other persons as the chair of the meeting or the Board shall determine, (d) restrictions on entry to the meeting after the time fixed for the commencement thereof, (e) limitations on the time allotted to questions or comments by participants, (f) restricting the use of audio/video recording devices and cell phones, (g) complying with any state and local laws and regulations concerning safety and security, (h) procedures (if any) requiring attendees to provide the corporation advance notice of their intent to attend the meeting; and (i) any additional attendance or other procedures or requirements for proponents submitting a proposal pursuant to Rule 14a-8 promulgated under the Exchange Act.

2.7 Quorum. Except where otherwise required by law or the Certificate of Incorporation or these bylaws, the holders of a majority of the voting power of the capital stock issued and outstanding and entitled to vote, present in person or represented by proxy, shall constitute a quorum for the transaction of business at all meetings of the stockholders. If a quorum shall fail to attend any meeting, the chair of the meeting or, if directed to be voted on by the chair of the meeting, the holders of a majority of the voting power of the capital stock issued and outstanding and entitled to vote who are present in person or represented by proxy at the meeting, may adjourn the meeting. A quorum, once established at a meeting, shall not be broken by the withdrawal of enough votes to leave less than a quorum.

2.8 Adjournments. Notwithstanding Section 2.7 of these bylaws, the chair of the meeting shall have the power to adjourn the meeting to another time, date and place (if any), regardless of whether a quorum is present, at any time and for any reason. At such adjourned meeting any business may be transacted which might have been transacted at the original meeting. If a quorum is present at the original meeting, it shall also be deemed present at the adjourned meeting. When a meeting is adjourned to another place, date or time (including an adjournment taken to address a technical failure to convene or continue a meeting using remote communication), notice need not be given of the adjourned meeting if the place, date and time thereof are (i) announced at the meeting at which the adjournment is taken; (ii) displayed, during the time scheduled for the meeting, on the same electronic network used to enable stockholders and proxy holders to participate in the meeting by means of remote communication or (iii) set forth in the notice of meeting given in accordance with Section 222(a) of the DGCL; provided, however, that (x) if the adjournment is for more than 30 days a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting, and (y) if after the adjournment a new or if a new record date is fixed for stockholders entitled to vote is fixed for the adjourned meeting, the board of directors shall fix a new record date for notice of such adjourned meeting in accordance with Section 2.11 hereof, and shall give notice of the adjourned meeting to each stockholder of record entitled to vote thereat as of the record date fixed for such adjourned meeting.

2.9 Voting Rights. Unless otherwise provided in the Certificate of Incorporation, each stockholder shall at every meeting of the stockholders be entitled to one vote for each share of the capital stock having voting power held by such stockholder.

2.10 Action at Meetings. When a quorum is present at any meeting, the affirmative vote of the holders of a majority of the voting power of the capital stock present in person or

represented by proxy and entitled to vote on the question shall decide any question brought before such meeting, unless the question is one upon which by express provision of law or of the Certificate of Incorporation or of these bylaws, a different vote is required, in which case such express provision shall govern and control the decision of such question. A nominee for director shall be elected to the Board if the number of votes cast “for” such nominee’s election exceed the number of votes cast “against” such nominee’s election (with “abstentions” and “broker non-votes” (or other shares of capital stock of the corporation similarly not entitled to vote) not counted as a vote cast either “for” or “against” that director’s election); provided, however, that directors shall be elected by a plurality of the votes cast at any meeting of stockholders for which (a) the Secretary of the corporation receives a notice that a stockholder has nominated a person for election to the Board in compliance with the advance notice requirements for nominations set forth in Sections 2.3 or 3.1 of these bylaws and (b) such nomination has not been withdrawn by such stockholder on or before the fourteenth (14th) day preceding the date the corporation files its definitive proxy statement (regardless of whether or not thereafter revised or supplemented) with the SEC for the applicable meeting of stockholders. If directors are to be elected by a plurality of the votes cast, stockholders shall not be permitted to vote against a nominee.

2.11 Record Date for Stockholder Notice and Voting. For purposes of determining the stockholders entitled to notice of, or to vote at, any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any right in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board may fix, in advance, a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the board of directors, and which shall not be more than 60 days nor fewer than 10 days before the date of any such meeting nor more than 60 days before any other action to which the record date relates. If the board of directors so fixes a date, such date shall also be the record date for determining the stockholders entitled to vote at such meeting unless the board of directors determines, at the time it fixes such record date, that a later date on or before the date of the meeting shall be the date for making such determination. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board may fix a new record date for the determination of stockholders entitled to vote at the adjourned meeting, and in such case shall also fix as the record date for stockholders entitled to notice of such adjourned meeting the same or an earlier date as that fixed for determination of stockholders entitled to vote in accordance with the foregoing provisions of Section 213(a) of the DGCL at the adjourned meeting. If the Board does not so fix a record date, (a) the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held and (b) the record date for determining stockholders for any other purpose shall be at the close of business on the day on which the Board adopts the resolution relating to such purpose.

2.12 Proxies. Each stockholder entitled to vote at a meeting of stockholders may authorize another person or persons to act for such stockholder by proxy, but no such proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period.

Any stockholder directly or indirectly soliciting proxies from other stockholders must use a proxy card color other than white, which shall be reserved for exclusive use by the Board.

2.13 Inspectors of Election. The corporation shall, in advance of any meeting of stockholders, appoint one or more inspectors of election to act at the meeting and make a written report thereof. The corporation may designate one or more persons to act as alternate inspectors to replace any inspector who fails to act. If no inspector or alternate is able to act at a meeting of stockholders, the person presiding at the meeting shall appoint one or more inspectors to act at the meeting. Each inspector, before entering upon the discharge of his or her duties, shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of his or her ability. The date and time of the opening and the closing of the polls for each matter upon which the stockholders will vote at a meeting shall be announced at the meeting. No ballot, proxies or votes, nor any revocations thereof or changes thereto, shall be accepted by the inspectors after the closing of the polls unless the Court of Chancery of the State of Delaware upon application by a stockholder shall determine otherwise.

In determining the validity and counting of proxies and ballots, the inspectors shall be limited to an examination of the proxies, any envelopes submitted with those proxies, any information provided pursuant to Section 211(a)(2)b.(i) or (iii) of the DGCL, or in accordance with Sections 211(e) or 212(c)(2) of the DGCL, ballots and the regular books and records of the corporation, except that the inspectors may consider other reliable information for the limited purpose of reconciling proxies and ballots submitted by or on behalf of banks, brokers, their nominees or similar persons which represent more votes than the holder of a proxy is authorized by the record owner to cast or more votes than the stockholder holds of record. If the inspectors consider other reliable information for the limited purpose permitted herein, the inspectors at the time they make their certification of their determinations pursuant to Section 231(b)(5) of the DGCL shall specify the precise information considered by them, including the person or persons from whom they obtained the information, when the information was obtained, the means by which the information was obtained and the basis for the inspectors' belief that such information is accurate and reliable.

2.14 Action Without a Meeting. Except as otherwise provided for or fixed pursuant to the provisions of the Certificate of Incorporation relating to the rights of holders of any series of Preferred Stock to act by written consent, no action required or permitted to be taken at any annual or special meeting of the stockholders of the corporation may be taken without a meeting and the power of the stockholders to consent in writing, without a meeting, to the taking of any action is specifically denied.

2.15 Emergency Bylaws. This Section 2.15 shall be operative during any emergency condition (an "Emergency") as contemplated by Section 110 of the DGCL, notwithstanding any different or conflicting provisions in these bylaws, the Certificate of Incorporation or the DGCL. In the event of any Emergency the director or directors in attendance at a meeting of the Board or a standing committee thereof shall constitute a quorum. Such director or directors in attendance may further take action to appoint one or more of themselves or other directors to membership on any standing or temporary committees of the Board as they shall deem necessary and appropriate. In the event that no directors are able to attend a meeting of the Board or any committee thereof in an Emergency, then the Designated Officers in attendance shall serve as

directors, or committee members, as the case may be, for the meeting and will have full powers to act as directors, or committee members, as the case may be, of the corporation. Except as the Board may otherwise determine, during any Emergency, the corporation and its directors and officers, may exercise any authority and take any action or measure contemplated by Section 110 of the DGCL. For purposes of this Section 2.15, the term “Designated Officer” means an officer identified on a numbered list of officers of the corporation who shall be deemed to be, in the order in which they appear on the list up until a quorum is obtained, directors of the corporation, or members of a committee of the Board, as the case may be, for purposes of obtaining a quorum during an Emergency, if a quorum of directors or committee members, as the case may be, cannot otherwise be obtained during such Emergency, which list of Designated Officers shall be approved by the Board from time to time but in any event prior to such time or times as an Emergency may have occurred.

2.16 Delivery to the Corporation. Whenever this Article 2 or Section 3.1 of Article 3 of these bylaws requires one or more persons (including a record or beneficial owner of stock) to deliver a document or information to the corporation or any officer, employee or agent thereof (including any notice, request, questionnaire, revocation, representation, statement or other document or agreement), the corporation shall not be required to accept delivery of such document or information unless the document or information is in writing exclusively (and not in an electronic transmission) and delivered exclusively by hand (including, without limitation, overnight courier service) or by certified or registered mail, return receipt requested.

ARTICLE 3 DIRECTORS

3.1 Number, Election, Tenure and Qualifications. Except as otherwise provided for in the Certificate of Incorporation relating to the rights of holders of any series of preferred stock of the corporation with respect to the election of directors, the authorized number of directors shall be determined from time to time by resolution adopted by the Board, provided the Board shall consist of at least one member. No decrease in the number of authorized directors shall have the effect of removing any director before that director’s term of office expires. The classes of directors, if any, that shall constitute the entire Board shall be as provided in the Certificate of Incorporation.

At each annual meeting of the stockholders, directors whose terms are then expiring shall be elected, except as otherwise provided in Section 3.2, and each director so elected shall hold office until such director’s successor is duly elected and qualified or until such director’s earlier resignation, removal, death or incapacity.

Only persons who are nominated in accordance with the following procedures, or the procedures set forth in Section 2.3 of these bylaws, as applicable, shall be eligible for election as directors. Subject to the rights of holders of any class or series of stock having a preference over the common stock as to dividends or upon liquidation, nominations of persons for election to the Board at the annual meeting may be made (i) by or at the direction of the Board (or any duly authorized committee thereof) or (ii) by a stockholder who is a stockholder of record (and, with respect to any beneficial owner, if different, on whose behalf such nomination or nominations are made, only if such beneficial owner was the beneficial owner of shares of the corporation) at the

time of giving of the notice provided for in this Section and at the time of the annual meeting, who is entitled to vote for the election of directors at the meeting, and who timely complies with the notice, information and other procedures and requirements set forth in this Section. A stockholder may make such a nomination only if such stockholder has given timely notice to the Secretary of the corporation in proper written form of the stockholder's intent to make such a nomination

To be timely, with respect to an annual meeting of stockholders, (i) the stockholder's notice must be received by the Secretary of the corporation at the principal executive offices of the corporation, no earlier than 5:00 p.m. Eastern Time on the 120th day nor later than 5:00 p.m. Eastern Time on the 90th day prior to the first anniversary date of the preceding year's annual meeting of stockholders; provided, however, that in the event that no annual meeting was held in the preceding year or the annual meeting is called for a date that is more than 30 days before or more than 60 days after the first anniversary date of the preceding year's annual meeting of stockholders, notice by the stockholder to be timely must be so received by the Secretary of the corporation not later than the 5:00 p.m. Eastern Time on the later of (x) the 90th day prior to the date of such scheduled annual meeting and (y) the 10th day following the earlier to occur of the day on which notice of the date of the scheduled annual meeting was given or the day on which public announcement of the date of such scheduled annual meeting was first made, (ii) the stockholder shall have complied in all respects with the requirements of Section 14 of the Exchange Act, including, without limitation, if applicable, the requirements of Rule 14a-19 (as such rule and regulations may be amended from time to time by the SEC, including any SEC Staff interpretations relating thereto) and (iii) the Board or an executive officer designated thereby shall have determined that the stockholder has satisfied the requirements of this Section 3.1. In no event shall any adjournment, postponement or rescheduling (or a public announcement thereof) of an annual meeting for which notice has already been given or for which a public announcement of the meeting date has already been made by the corporation commence a new time period (or extend any time period) for the giving of the stockholder's notice as described above.

If the stockholder, or the beneficial owner, if any, or any associated person (as defined below) of such stockholder or beneficial owner has provided the corporation with a Nominee Solicitation Notice (as defined below), such stockholder, or beneficial owner, if any, or associated person of such stockholder or beneficial owner must have acted in compliance with the representations set forth therein. If no Nominee Solicitation Notice relating thereto has been timely provided pursuant to this Section 3.1, the stockholder, or the beneficial owner, if any, or any associated person of such stockholder or beneficial owner proposing such business must not have solicited a number of proxies sufficient to have required the delivery of such a Nominee Solicitation Notice under this Section 3.1. In addition, if a stockholder has delivered a notice of nomination or nominations, such stockholder or the beneficial owner, if any, on whose behalf the nomination is being made must certify to the corporation in writing that it has complied with and will comply with the requirements of Rule 14a-19 promulgated under the Exchange Act, if applicable, and shall deliver, no later than five (5) days prior to the stockholder meeting or any adjournment, rescheduling, postponement or other delay thereof, reasonable evidence that it has complied with such requirements. Notwithstanding anything in this Section 3.1 to the contrary, in the event that the number of directors to be elected to the board of directors at a meeting of stockholders is increased and there is no public announcement by the corporation naming all of

the nominees for director or specifying the size of the increased board of directors made by the corporation at least 10 days prior to the last day a stockholder may deliver a notice in accordance with this Section 3.1, or Section 2.3, as applicable, a stockholder's notice required by this Section 3.1, or Section 2.3, as applicable, shall also be considered timely, but only with respect to nominees for any new positions created by such increase, if it shall be delivered to the Secretary of the corporation at the principal executive offices of the corporation not later than the close of business on the 10th day following the day on which such public announcement is first made by the corporation.

A stockholder's notice to the Secretary shall set forth the following: (i) as to each person whom the stockholder proposes to nominate for election or reelection as a director, (A) the name, age, business address and residence address of the nominee, (B) the principal occupation or employment of the nominee, (C) the class, series and number of shares of capital stock of the corporation that are owned of record and beneficially by the nominee and the date or dates such shares were acquired and the investment intent of such acquisition, (D) a statement as to the nominee's citizenship, (E) a description of all direct and indirect compensation and other material monetary agreements, arrangements and understandings during the past three years, and any other material relationships, between or among the stockholder, the beneficial owner on whose behalf the nomination is being made, if any, or any person who is an associated person of the stockholder or the beneficial owner, on the one hand, and the nominee, and such nominee's respective affiliates and associates, or others (including their names) acting in concert therewith, on the other hand, including all information that would be required to be disclosed pursuant to Item 404 of Regulation S-K promulgated by the SEC assuming for this purpose that the stockholder, the beneficial owner on whose behalf the nomination is being made, if any, and any person who is an associated person of the stockholder or the beneficial owner were the "registrant" and such person were a director or executive officer of such registrant, (F) any other information relating to the nominee that is required to be disclosed in solicitations for proxies for election of directors in a contested election (even if an election contest is not involved) pursuant to Section 14 of the Exchange Act (or any successor provision) and the rules and regulations promulgated thereunder, (G) a statement whether such nominee, if elected, intends to tender, promptly following such nominee's election or reelection, an irrevocable resignation effective upon such nominee's failure to receive the required vote for reelection at any future meeting at which such person would face reelection and acceptance of such resignation by the Board, in accordance with the corporation's director resignation policy; (H) the nominee's written consent to being named as a nominee in any proxy materials relating to the corporation's next meeting, to the public disclosure of information regarding or related to such nominee provided to the corporation by such nominee or otherwise pursuant to these bylaws and to serving as a director if elected; (I) a description of any position of such nominee as an officer or director of any entity that provides products or services that compete with or are alternatives to the products produced or services provided by the corporation or its affiliates (a "Competitor") within the three years preceding the submission of the notice; (J) a description of any business or personal interests that could place such nominee in a potential conflict of interest with the corporation or any of its subsidiaries; (K) whether such nominee meets the independence requirements of stock exchange upon which the corporation's common stock is primarily traded; and (L) all completed questionnaires, representations and agreements required by Section 3.15 of these bylaws; and (M) a description of all arrangements or understandings between any stockholder, beneficial owner or associated person of such stockholder or beneficial owner and each nominee and any

other person or persons (naming such person or persons) pursuant to which the nominations are to be made by the stockholder; (ii) as to the stockholder giving the notice, the beneficial owner, if any, on whose behalf the nomination is being made and any associated person of such stockholder or beneficial owner, (A) the name and address, as they appear on the corporation's books, of the stockholder, the name and address of the beneficial owner, if any, and the name and address of any person who is an associated person of the stockholder or the beneficial owner, (B) the class, series and number of shares of the corporation that are held of record by the stockholder, the beneficial owner, if any, and any person who is an associated person of the stockholder or the beneficial owner as of the date of the notice, (C) a representation that the stockholder or the beneficial owner, if any, and any associated person of such stockholder or beneficial owner has complied in all respects with the requirements of Section 14 of the Exchange Act, including, without limitation, if applicable, the requirements of Rule 14a-19 (as such rule and regulations may be amended from time to time by the SEC, including any SEC Staff interpretations relating thereto), (D) certification regarding whether such stockholder or beneficial owner, if any, and any associated person of such stockholder or beneficial owner has complied with all applicable federal, state and other legal requirements in connection with such stockholder's or beneficial owner's, if any, and any associated person's of such stockholder or beneficial owner acquisition of shares of capital stock or other securities of the corporation and/or such stockholder's or beneficial owner's, if any, and any associated person's of such stockholder or beneficial owner acts or omissions as a stockholder of the corporation, (E) a representation (x) as to whether or not the stockholder, any beneficial owner or any other participant (used herein as defined in Item 4 of Schedule 14A under the Exchange Act) will engage in a solicitation within the meaning of Exchange Act Rule 14a-1(l) with respect to the nomination and, if so, the name of each participant in such solicitation and the amount of the cost of the solicitation that has been and will be borne (directly or indirectly) by each participant in such solicitation and (y) as to whether the stockholder, the beneficial owner, if any, or any associated person of such stockholder or beneficial owner intends (or is part of a group that intends) to (i) solicit the holders of shares representing at least 67% of the voting power of the shares entitled to vote on the election of directors in support of director nominees other than the corporation's nominees in accordance with Rule 14a-19, and the name of each participant in such solicitation, or (ii) otherwise solicit proxies from stockholders in support of such nominations solicitation (an affirmative statement of such intent to solicit in accordance with the foregoing clause (E)(y)(i) being a "Nominee Solicitation Notice"), (F) a complete and accurate description of any pending or, to such stockholder's knowledge, threatened legal proceeding in which such stockholder is a party or participant involving the corporation or, to such stockholder's knowledge, any current or former officer, director, affiliate or associate of the corporation, and (G) any other information relating to the stockholder, the beneficial owner, if any, and any person who is an associated person of the stockholder or the beneficial owner that would be required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for the election of directors in a contested election pursuant to Section 14 of the Exchange Act and the rules and regulations promulgated thereunder; (H) the class, series and number of shares of the corporation that are owned beneficially by the stockholder or beneficial owner and any person who is an associated person thereof as of the date of the notice, (I) any derivative or short positions held or beneficially held by the stockholder or beneficial owner and any person who is an associated person thereof and whether and the extent to which any hedging or other transaction or series of transactions has

been entered into by or on behalf of, or any other agreement, arrangement or understanding (including any profit interests, options, and borrowed or loaned shares) has been made, the effect or intent of which is to mitigate loss to, manage the risk or benefit of share price changes for, or increase or decrease the voting power of, the stockholder or beneficial owner or any person who is an associated person thereof with respect to the corporation's securities, (J) a representation that the stockholder will provide the corporation in writing the information required by the clauses (A) through (K) updated as of the record date for the meeting promptly following the later of the record date or the date on which public announcement of the record date was first made, and (K) a description of any agreement, arrangement or understanding with respect to the nomination between or among the stockholder or beneficial owner and any person who is an associated person thereof, and any other person or persons, on the other hand, (including their names) acting in concert with any of the foregoing in connection with such nomination (and/or the voting of shares of any class or series of capital stock of the corporation) (including any agreement that would be required to be disclosed pursuant to Item 5 or Item 6 of Schedule 13D under the Exchange Act, regardless of whether the requirement to file a Schedule 13D is applicable to the stockholder, beneficial owner or any associated person of such stockholder or beneficial owner); and (iii) a representation that the stockholder giving the notice (or a qualified representative of the stockholder) intends to appear at the meeting (including virtually in the case of a meeting conducted solely by means of remote communications) to nominate the person or persons specified in the notice. The corporation may require any proposed nominee to furnish such other information as may reasonably be required by the corporation to determine the eligibility of such proposed nominee to serve as an independent director of the corporation or that could be material to a reasonable stockholder's understanding of the independence, or lack thereof, of such nominee.

No person shall be eligible for election as a director of the corporation unless nominated in accordance with the procedures set forth herein (including satisfaction of the information requirements set forth herein, compliance with any representation provided pursuant hereto, and compliance with any applicable law, rule or regulation). Notwithstanding the foregoing provisions of this Section, a stockholder shall also comply with all applicable requirements of the Exchange Act and the rules and regulations thereunder with respect to the matters set forth in this Section; provided, however, that any references in this Section to the Exchange Act or the rules and regulations thereunder are not intended to and shall not limit the requirements applicable to proposals as to any nomination to be considered pursuant to this Section and any violation thereof shall be deemed a violation of these bylaws. The number of nominees a stockholder or beneficial owner, if any, may nominate for election at a meeting of stockholders shall not exceed the number of directors to be elected at such meeting. In connection with any annual meeting of the stockholders, the Chair of the Board (or such other person presiding at such meeting in accordance with these bylaws) shall, if the facts warrant, determine and declare to the meeting that a nomination was not made in accordance with the foregoing procedure (including a failure to comply with any law, rule or regulation identified herein), and if he or she should so determine, he or she shall so declare to the meeting and the defective nomination shall be disregarded (and any such nominee shall be disqualified), including that if a stockholder provides notice pursuant to Rule 14a-19(b) promulgated under the Exchange Act and subsequently fails to comply with the requirements of Rule 14a-19(a)(2) and Rule 14a-19(a)(3) promulgated under the Exchange Act, including the provision to the corporation of notices required thereunder in a timely manner, then the corporation shall disregard any proxies or votes solicited for such

stockholder's director nominees (and any such nominee shall be disqualified). Notwithstanding anything in these bylaws to the contrary, unless otherwise required by law, if a stockholder intending to make a nomination at an annual meeting pursuant to the preceding paragraph or at a special meeting pursuant to Section 2.3 does not provide the updated information required under clause (i) of the preceding paragraph to the corporation promptly following the later of the record date or the date on which public announcement of the record date was first made, or the stockholder giving the notice (or a qualified representative of the stockholder) does not appear at the meeting to present the nomination, such nomination shall be disregarded (and any nominee disqualified), notwithstanding that proxies in respect of such nomination may have been received by the corporation.

Notwithstanding the foregoing provisions of Section 3.1, unless otherwise required by law, no stockholder or beneficial owner, if any, or any associated person of such stockholder or beneficial owner shall solicit proxies in support of director nominees other than the corporation's nominees unless such stockholder has complied with Rule 14a-19 promulgated under the Exchange Act, if applicable, in connection with the solicitation of such proxies, including the provision to the corporation of notices required thereunder in a timely manner; provided, further, that if such stockholder or beneficial owner, if any, or any associated person of such stockholder or beneficial owner no longer plans to solicit proxies in accordance with its representation pursuant to this Section 3.1, such stockholder or beneficial owner shall inform the corporation of this change by delivering a writing to the Secretary at the principal executive offices of the corporation no later than two (2) business days after the occurrence of such change.

If any information submitted pursuant to this Section 3.1 is inaccurate or incomplete in any material respect (as determined by the Board or a committee thereof), such information shall be deemed not to have been provided in accordance with these bylaws. A stockholder shall notify the Secretary in writing at the principal executive offices of the corporation of any inaccuracy or change in any information submitted within two (2) business days after becoming aware of such inaccuracy or change, and any such notification shall clearly identify the inaccuracy or change, it being understood that no such notification will cure any deficiencies or inaccuracies with respect to any prior submission by such stockholder. Upon written request of the Secretary on behalf of the Board (or a duly authorized committee thereof), the stockholder shall provide, within seven (7) business days after delivery of such request (or such longer period as may be specified in such request), (1) written verification, reasonably satisfactory to the Board, any committee thereof, or any authorized officer of the corporation, to demonstrate the accuracy of any information submitted and (2) a written affirmation of any information submitted as of an earlier date. If the stockholder fails to provide such written verification or affirmation within such period, the information as to which written verification or affirmation was requested may be deemed not to have been provided in accordance with these bylaws.

3.2 Enlargement and Vacancies. The number of members of the Board may be increased at any time as provided in Section 3.1 above. Except as may otherwise be provided in the Certificate of Incorporation with respect to the rights of the holders of any series of preferred stock to elect directors, the sole power to fill vacancies and newly created directorships resulting from any increase in the authorized number of directors shall be vested in the Board through action by a majority of the directors then in office, even though less than a quorum, or by a sole remaining director, and each director so chosen shall hold office for the remainder of the full term in which the new directorship was created or in which the vacancy occurred, and until such director's successor is duly elected and qualified or until such director's earlier death, resignation

or removal from office. If there are no directors in office, then an election of directors may be held in the manner provided by the DGCL. In the event of a vacancy in the Board, the remaining directors, except as otherwise provided by law or these bylaws, may exercise the powers of the full Board until the vacancy is filled.

3.3 Resignation and Removal. Any director may resign at any time upon written notice to the corporation at its principal place of business addressed to the attention of the Chief Executive Officer or the Secretary. Such resignation shall be effective upon receipt of such notice unless the notice specifies such resignation to be effective at some other time or upon the happening of some other event. Unless otherwise specified by law or the Certificate of Incorporation, a director, if any, serving in a class of directors for a term expiring in the third annual meeting of stockholders following the election of such class may be removed, but only for cause, by the holders of sixty-six and two-thirds percent of the voting power of all of the then outstanding shares of the shares of the capital stock of the corporation entitled to vote generally in the election of directors, voting as a single class, and all other directors may be removed with or without cause by the affirmative vote of the holders of sixty-six and two-thirds percent of the voting power of all of the then outstanding shares of the shares of the capital stock of the corporation entitled to vote generally in the election of directors, voting as a single class.

3.4 Powers. The business of the corporation shall be managed by or under the direction of the Board, which may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these bylaws directed or required to be exercised or done by the stockholders.

3.5 Chair of the Board. If the Board appoints a Chair of the Board, such Chair shall, when present, preside at all meetings of the stockholders and the Board. The Chair shall perform such duties and possess such powers as are customarily vested in the office of the Chair of the Board or as may be vested in the Chair by the Board.

3.6 Place of Meetings. The Board may hold meetings, both regular and special, either within or without the State of Delaware.

3.7 [Reserved].

3.8 Regular Meetings. Regular meetings of the Board may be held without notice at such time and place, if any, as may be determined from time to time by the Board; provided that any director who is absent when such a determination is made shall be given prompt notice of such determination.

3.9 Special Meetings. Special meetings of the Board may be called by the Chair of the Board, the Chief Executive Officer (if a director), or on the written request of two or more directors, or by one director in the event that there is only one director in office. Notice of the time and place, if any, of special meetings shall be delivered personally or by telephone to each director, or sent by first-class mail or commercial delivery service, facsimile transmission, or by electronic mail or other electronic means, charges prepaid, sent to such director's business or home address as they appear upon the records of the corporation. In case such notice is mailed, it shall be deposited in the United States mail at least four days prior to the time of holding of the

meeting. In case such notice is delivered personally or by telephone or by first-class mail or commercial delivery service, facsimile transmission, or electronic mail or other electronic means, it shall be so delivered at least twenty-four hours prior to the time of the holding of the meeting. A notice or waiver of notice of a meeting of the Board need not specify the purposes of the meeting.

3.10 Quorum, Action at Meeting, Adjournments. At all meetings of the Board, a majority of directors then in office, but in no event less than one-third of the entire Board, shall constitute a quorum for the transaction of business and the affirmative vote of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board, except as may be otherwise specifically provided by law or by the Certificate of Incorporation. For purposes of this Section, the term “entire Board” shall mean the total number of authorized directors whether or not there exist any vacancies in previously authorized directorships. If a quorum shall not be present at any meeting of the Board, a majority of the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

3.11 Action Without Meeting. Unless otherwise restricted by the Certificate of Incorporation or these bylaws, any action required or permitted to be taken at any meeting of the Board or of any committee thereof may be taken without a meeting, if all members of the Board or committee, as the case may be, consent thereto in writing or by electronic transmission. After an action is taken, the writing or writings or electronic transmission or transmissions shall be filed with the minutes of proceedings of the Board or committee, as applicable.

3.12 Remote Meetings. Unless otherwise restricted by the Certificate of Incorporation or these bylaws, any member of the Board or any committee thereof may participate in a meeting of the Board or of any committee, as the case may be, by means of conference telephone or by other communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at the meeting.

3.13 Committees. The Board may, by resolution, designate one or more committees, each committee to consist of one or more of the directors of the corporation. The Board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members present at any meeting and not disqualified from voting, whether or not the member or members present constitute a quorum, may unanimously appoint another member of the Board to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent provided in the resolution of the Board, shall have and may exercise all the powers and authority of the Board in the management of the business and affairs of the corporation, and may authorize the seal of the corporation to be affixed to all papers which may require it; but no such committee shall have the power or authority in reference to (i) approving or adopting, or recommending to the stockholders, any action or matter (other than the election or removal of directors) expressly required by the DGCL to be submitted to stockholders for approval or (ii) adopting, amending or repealing any of these bylaws. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board. Each committee shall

keep regular minutes of its meetings and make such reports to the Board as the Board may request. Except as the Board may otherwise determine, any committee may make rules for the conduct of its business, but unless otherwise provided by the directors or in such rules, its business shall be conducted as nearly as possible in the same manner as is provided in these bylaws for the conduct of its business by the Board.

3.14 Fees and Compensation of Directors. Unless otherwise restricted by the Certificate of Incorporation or these bylaws, the Board shall have the authority to fix the compensation of directors. The directors may be paid their expenses, if any, of attendance at each meeting of the Board and may be paid a fixed sum for attendance at each meeting of the Board or a stated salary as director. No such payment shall preclude any director from serving the corporation in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like compensation for attending committee meetings.

3.15 Submission of Questionnaire, Representation and Agreement. To be eligible to be a nominee of any stockholder for election or reelection as a director of the corporation, the person proposed to be nominated must deliver (in accordance with the time periods prescribed for delivery of notice under Section 3.1 of these bylaws) to the Secretary of the corporation at the principal executive offices of the corporation all completed and signed questionnaires in the forms required by the corporation (which form the stockholder shall request in writing from the Secretary of the corporation and which the Secretary of the corporation shall provide to such stockholder within ten (10) days of receiving such request) with respect to the background and qualification of such nominee to serve as a director of the corporation and the background of any other person or entity on whose behalf, directly or indirectly, the nomination is being made and a signed representation and agreement (in the form available from the Secretary of the corporation upon written request) that such nominee: (a) is not and will not become a party to (i) any agreement, arrangement or understanding with, and has not given any commitment or assurance to, any person or entity as to how such nominee, if elected as a director of the corporation, will act or vote on any issue or question (a "Voting Commitment") that has not been disclosed to the corporation or (ii) any Voting Commitment that could limit or interfere with such nominee's ability to comply, if elected as a director of the corporation, with such nominee's fiduciary duties under applicable law, (b) is not and will not become a party to any direct or indirect compensatory payment or other financial agreement, arrangement or understanding with any person or entity other than the corporation, including any agreement, arrangement or understanding with respect to any direct or indirect compensation, reimbursement or indemnification in connection with candidacy, nomination, service or action as a nominee or as a director of the corporation that has not been disclosed therein, (c) if elected as a director of the corporation, will comply with all informational and similar requirements of applicable insurance policies and laws and regulations in connection with service or action as a director of the corporation, (d) if elected as a director of the corporation, will comply with all corporate governance, conflict of interest, stock ownership requirements, confidentiality and trading policies and guidelines of the corporation publicly disclosed from time to time, (e) if elected as a director of the corporation, will act in the best interests of the corporation and its stockholders and not in the interests of individual constituencies, (f) consents to being named as a nominee in any proxy materials relating to the corporation's next meeting and agrees to serve if elected as a director, (g) intends to serve as a director for the full term for which such individual is to stand for election, (h) represents and warrants that his or her candidacy or, if elected, Board

membership, would not violate applicable state or federal law, the Certificate of Incorporation, these bylaws, or the rules of any stock exchange on which shares of the corporation's common stock are traded, and (i) will provide facts, statements, and other information in all communications with the corporation and its stockholders that are or will be true and correct in all material respects, and that do not and will not omit to state a material fact necessary in order to make the statements made, in light of the circumstances under which they are made, not misleading.

The Board may request that any stockholder, beneficial owner, if any, or any associated person of such stockholder or beneficial owner and any proposed nominee of such stockholder, beneficial owner, if any, or any associated person of such stockholder or beneficial owner furnish such additional information as may be reasonably required by the Board. Such stockholder or beneficial owner, if any, or any associated person of such stockholder or beneficial owner and/or proposed nominee thereof shall provide such additional information within ten (10) days after it has been requested by the Board. The Board may require any such proposed nominee to submit to interviews with the Board or any committee thereof, and such proposed nominee shall make themselves available for any such interviews within no less than ten (10) business days following the date of such request.

ARTICLE 4 OFFICERS

4.1 Officers Designated. The officers of the corporation shall be a Chief Executive Officer and/or President, a Secretary and a Chief Financial Officer, each of whom shall be appointed by the Board. The Board may also appoint one or more Vice Presidents, a Treasurer, and one or more assistant Secretaries or assistant Treasurers and such other officers as the Board may deem desirable or appropriate and may give any of them such further designations or alternate titles as it considers desirable. Any number of offices may be held by the same person, unless the Certificate of Incorporation or these bylaws otherwise provide.

4.2 [Reserved].

4.3 Tenure. Each officer of the corporation shall hold office until such officer's successor is elected and qualified, unless a different term is specified in the vote choosing or appointing such officer, or until such officer's earlier death, resignation or removal. Any officer may be removed with or without cause at any time by the affirmative vote of a majority of the Board or a committee of the Board duly authorized to do so. Designation of an officer shall not of itself create any contractual rights. Any vacancy occurring in any office of the corporation may be filled by the Board, at its discretion. Any officer may resign by delivering such officer's written resignation to the corporation at its principal place of business or to the Chief Executive Officer or the Secretary. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event.

4.4 Chief Executive Officer. The Chief Executive Officer shall, subject to the control of the Board, have general executive charge, management and control of the business of the corporation and its officers and see that all orders and resolutions of the Board are carried into effect. In addition, the Chief Executive Officer shall perform such other duties and have such

other powers as may from time to time be prescribed by the Board or as are set forth in the Certificate of Incorporation or these bylaws. If the Board of Directors has not elected or appointed a President or the office of the President is otherwise vacant, and no officer otherwise functions with the powers and duties of the President, then, unless otherwise determined by the Board of Directors, the Chief Executive Officer shall also have all the powers and duties of the President.

4.5 President. The President shall, in the event there be no Chief Executive Officer or in the absence of the Chief Executive Officer or in the event of his or her inability or refusal to act, perform the duties of the Chief Executive Officer, and when so acting, shall have the powers of and be subject to all the restrictions upon the Chief Executive Officer. The President shall perform such other duties and have such other powers as may from time to time be prescribed by the Board, the Chief Executive Officer or these bylaws.

4.6 Chief Financial Officer. The Chief Financial Officer shall supervise the corporation's treasury functions and financial reporting to external bodies. The Chief Financial Officer shall have the custody of the corporate funds and securities and shall keep, or cause to be kept, full and accurate accounts of receipts and disbursements in books belonging to the corporation and shall deposit, or cause to be deposited, all moneys and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the Board. The Chief Financial Officer shall disburse, or cause to be disbursed, the funds of the corporation as may be ordered by the Board, taking proper vouchers for such disbursements, and shall render to the Chief Executive Officer and the Board, at its regular meetings, or when the Board so requires, an account of all his or her transactions as Chief Financial Officer and of the financial condition of the corporation. The Chief Financial Officer shall perform such other duties and have other powers as may from time to time be prescribed by the Board, the Chief Executive Officer, the President or these bylaws.

4.7 Vice President. Each Vice President, if any are elected, of whom one or more may be designated an Executive Vice President or Senior Vice President, shall perform such other duties and have such other powers as may from time to time be prescribed for him or her by the Board, the Chief Executive Officer, the President, or these bylaws.

4.8 Secretary. The Secretary shall keep or cause to be kept minutes of all meetings and actions of the Board, committees of the Board and the stockholders. The Secretary shall give, or cause to be given, notice of all meetings of stockholders and special meetings of the Board required by these bylaws or otherwise. The Secretary shall keep, or cause to be kept, at the principal executive office of the corporation or at the office of the corporation's transfer agent or registrar, a share register, or a duplicate share register, showing the names of all stockholders and their addresses, the number and classes of shares held by each, the number and date of certificates issued for the same and the number and date of cancellation of every certificate surrendered for cancellation. The Secretary shall perform such other duties and have such other powers as may from time to time be prescribed by the Board, the Chief Executive Officer, the President or these bylaws.

4.9 Assistant Secretary. The Assistant Secretary, or if there be more than one, any Assistant Secretaries in the order designated by the Board (or in the absence of any designation,

in the order of their election) shall assist the Secretary in the performance of his or her duties and, in the absence of the Secretary or in the event of his or her inability or refusal to act, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as may from time to time be prescribed by the Board.

4.10 Treasurer and Assistant Treasurers. The Treasurer (if one is appointed) shall have such duties as may be specified by the Chief Financial Officer to assist the Chief Financial Officer in the performance of his or her duties and shall perform such other duties and have other powers as may from time to time be prescribed by the Board, the Chief Executive Officer or the President. It shall be the duty of any Assistant Treasurers to assist the Treasurer in the performance of his or her duties and to perform such other duties and have such other powers as may from time to time be prescribed by the Board, the Chief Executive Officer or the President.

4.11 Delegation of Authority. The Board may from time to time delegate the powers or duties of any officer to any other officers or agents, notwithstanding any provision hereof.

ARTICLE 5 NOTICES

5.1 Form and Delivery. Except as otherwise required by law, notice may be given in writing directed to a stockholder's mailing address as it appears on the records of the corporation and shall be given: (a) if mailed, when notice is deposited in the U.S. mail, postage prepaid; and (b) if delivered by courier service, the earlier of when the notice is received or left at such stockholder's address. So long as the corporation is subject to the SEC's proxy rules set forth in Regulation 14A under the Exchange Act, notice shall be given in the manner required by such rules. To the extent permitted by such rules, or if the corporation is not subject to Regulation 14A, notice may be given by electronic transmission directed to the stockholder's electronic mail address, and if so given, shall be given when directed to such stockholder's electronic mail address unless the stockholder has notified the corporation in writing or by electronic transmission of an objection to receiving notice by electronic mail or such notice is prohibited by Section 232(e) of the DGCL. If notice is given by electronic mail, such notice shall comply with the applicable provisions of Sections 232(a) and 232(d) of the DGCL. Notice may be given by other forms of electronic transmission with the consent of a stockholder in the manner permitted by Section 232(b) of the DGCL and shall be deemed given as provided therein.

5.2 Affidavit of Giving Notice. An affidavit of the Secretary or an Assistant Secretary of the corporation or of the transfer agent or other agent of the corporation that the notice has been given shall, in the absence of fraud, be prima facie evidence of the facts stated therein.

5.3 Waiver of Notice. Whenever any notice is required to be given under any provisions of the DGCL, the Certificate of Incorporation or of these bylaws, a written waiver, signed by the person entitled to notice, or a waiver by electronic transmission by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or

convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the stockholders, directors or members of a committee of directors need be specified in any waiver of notice.

ARTICLE 6 INDEMNIFICATION AND INSURANCE

6.1 Indemnification.

Each person who was or is made a party or is threatened to be made a party to or is involved (including, without limitation, as a witness) in any actual or threatened action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a “proceeding”), by reason of the fact that he or she or a person of whom he or she is the legal representative is or was a director or officer of the corporation (or any predecessor), or while a director or officer of the corporation is or was serving at the request of the corporation (or any predecessor) as a director, officer, employee or agent of another corporation or of a partnership, limited liability company, joint venture, trust, employee benefit plan sponsored or maintained by the corporation, or other enterprise (or any predecessor of any of such entities) (hereinafter an “Indemnitee”), shall be indemnified and held harmless by the corporation to the fullest extent authorized by the DGCL, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than said law permitted the corporation to provide prior to such amendment), against all expense, liability and loss (including attorneys’ fees and related disbursements, judgments, fines, excise taxes or penalties under the Employee Retirement Income Security Act of 1974, as amended from time to time, penalties and amounts paid or to be paid in settlement) actually and reasonably incurred or suffered by such Indemnitee in connection therewith. Each director or officer of the corporation (or any predecessor) who is or was serving as a director, officer, employee or agent of a subsidiary of the corporation shall be deemed to be serving, or have served, at the request of the corporation (or any predecessor). The corporation shall not be required to indemnify or make advances pursuant to Section 6.2 below to a person (A) other than as provided in Section 6.4 with respect to suits to enforce rights under this Article 6, in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized by the Board, either generally or in the specific instance or (B) if the obligation to indemnify or make advances under the circumstances is specifically limited by the terms of any agreement between such person and the corporation. The right to indemnification conferred in this Section 6.1 shall be a contract right.

6.2 Advance Payment. The right to indemnification under this Article 6 shall include the right to be paid by the corporation the expenses incurred by an Indemnitee in defending any such proceeding in advance of its final disposition, such advances to be paid by the corporation within 30 days after the receipt by the corporation of a statement or statements from the claimant requesting such advance or advances from time to time; provided, however, that if the DGCL requires, the payment of such expenses incurred by a director or officer in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such person while a director or officer, including, without limitation, service to an employee benefit plan) in advance of the final disposition of a proceeding, shall be made only upon receipt by the corporation of a written undertaking by or on behalf of such director or officer to repay all

amounts so advanced if it shall ultimately be determined that such director or officer is not entitled to be indemnified under Section 6.1 or otherwise.

6.3 Non-Exclusivity and Survival of Rights; Amendments. The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article 6 shall not be deemed exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Certificate of Incorporation, bylaws, agreement, vote of stockholders or otherwise, and shall continue as to a person who has ceased to be a director, officer, employee or agent of the corporation and shall inure to the benefit of the heirs, executors and administrators of such a person. Any repeal or modification of the provisions of this Article 6 shall not in any way diminish or adversely affect the rights of any director, officer, employee or agent of the corporation hereunder in respect of any occurrence or matter arising prior to any such repeal or modification.

6.4 Determination; Claim. If a claim for indemnification (following the final disposition of a proceeding) or advancement of expenses is not paid in full within 60 days (30 days in the case of a claim for advancement of expenses) after a written claim therefor has been received by the corporation, the Indemnitee may at any time thereafter bring suit against the corporation to recover the unpaid amount of such claim and, if successful in whole or in part, shall be entitled to be paid the expense of prosecuting such suit to the fullest extent permitted by law. In any such action, the corporation shall have the burden of proving that the Indemnitee was not entitled to the requested indemnification or payment of expenses under applicable law.

6.5 Insurance. The corporation may purchase and maintain insurance on its own behalf and on behalf of any person who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against any expense, liability or loss asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the provisions of the DGCL.

6.6 Severability. If any word, clause, provision or provisions of this Article 6 shall be held to be invalid, illegal or unenforceable for any reason whatsoever: (i) the validity, legality and enforceability of the remaining provisions of this Article 6 (including, without limitation, each portion of any section or paragraph of this Article 6 containing any such provision held to be invalid, illegal or unenforceable, that is not itself held to be invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby; and (ii) to the fullest extent possible, the provisions of this Article 6 (including, without limitation, each such portion of any section or paragraph of this Article 6 containing any such provision held to be invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable.

6.7 Reliance. Persons who after the date of the adoption of this provision become or remain directors or officers of the corporation shall be conclusively presumed to have relied on the rights to indemnity, advance of expenses and other rights contained in this Article 6 in entering into or continuing such service. The rights to indemnification and to the advance of

expenses conferred in this Article 6 shall apply to claims made against an Indemnitee arising out of acts or omissions that occurred or occur both prior and subsequent to the adoption hereof.

6.8 Indemnification of Other Persons. This Article 6 shall not limit the right of the corporation, to the extent and in the manner permitted by law, to indemnify and to advance expenses to persons other than those persons identified in Section 6.1 when and as authorized by the Board or by the action of a committee of the Board or designated officers of the corporation established by or designated in resolutions approved by the Board; provided, however, that the payment of expenses incurred by such a person in advance of the final disposition of the proceeding shall be made only upon receipt by the corporation of a written undertaking by such person to repay all amounts so advanced if it shall ultimately be determined that such person is not entitled to be indemnified under this Article 6 or otherwise.

6.9 Indemnification for Successful Defense. To the extent that an Indemnitee has been successful on the merits or otherwise in defense of any proceeding (or in defense of any claim, issue or matter therein), such Indemnitee shall be indemnified under this Section 6.9 against expenses (including attorneys' fees) actually and reasonably incurred in connection with such defense. Indemnification under this Section 6.9 shall not be subject to satisfaction of a standard of conduct, and the corporation may not assert the failure to satisfy a standard of conduct as a basis to deny indemnification or recover amounts advanced, including in a suit brought pursuant to Section 6.4 (notwithstanding anything to the contrary therein); provided, however, that, any Indemnitee who is not a current or former director or officer (as such term is defined in the final sentence of Section 145(c) (1) of the DGCL) of the corporation shall be entitled to indemnification under Section 6.1 and this Section 6.9 only if such Indemnitee has satisfied the standard of conduct required for indemnification under Section 145(a) or Section 145(b) of the DGCL.

ARTICLE 7 CAPITAL STOCK

7.1 Certificates for Shares. The shares of the corporation shall be represented by certificates or shall be uncertificated as provided in Section 158 of the DGCL. Certificates for shares, if any, shall be signed by, or in the name of the corporation by, by any two authorized officers of the Corporation (it being understood that each of the Chief Executive Officer, the President, any Vice President, the Chief Financial Officer, the Treasurer, any Assistant Treasurer, the Secretary or any Assistant Secretary of the corporation shall be an authorized officer for such purpose). Certificates may be issued for partly paid shares and in such case upon the face or back of the certificates issued to represent any such partly paid shares, the total amount of the consideration to be paid therefor, and the amount paid thereon shall be specified.

Within a reasonable time after the issuance or transfer of uncertificated stock, the corporation shall send or cause to be sent to the registered owner thereof a written notice containing the information required by the DGCL or a statement that the corporation will furnish without charge to each stockholder who so requests the powers, designations, preferences and relative participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights.

7.2 Signatures on Certificates. Any or all of the signatures on a certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

7.3 Transfer of Stock. Shares of stock of the corporation shall be transferable in the manner prescribed by law and in these bylaws. Shares of stock of the corporation shall be transferred on the books of the corporation only by the holder of record thereof or by such holder's attorney duly authorized in writing, upon surrender to the corporation or the transfer agent of the corporation of a certificate or certificates representing such shares duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, and proper evidence of compliance with other conditions to rightful transfer as the corporation may reasonably require. Upon receipt of proper transfer instructions and proper evidence of compliance of other conditions to rightful transfer as the corporation may reasonably require from the registered owner of uncertificated shares, such uncertificated shares shall be canceled and issuance of new equivalent uncertificated shares or certificated shares shall be made to the person entitled thereto. No transfer of stock shall be valid as against the corporation for any purposes until it shall have been entered in the stock records of the corporation by an entry showing the names of the persons from and to whom it was transferred.

7.4 Registered Stockholders. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Delaware.

7.5 Lost, Stolen or Destroyed Certificates. The corporation may direct that a new certificate or certificates or uncertificated shares be issued to replace any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen or destroyed. When authorizing the issue of a new certificate or certificates, the corporation may, in its discretion and as a condition precedent to the issuance thereof, require the owner of the lost, stolen or destroyed certificate or certificates, or his or her legal representative to give the corporation a bond or other adequate security sufficient to indemnify it against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed or the issue of such new certificate or uncertificated shares.

ARTICLE 8 GENERAL PROVISIONS

8.1 Dividends. Dividends upon the capital stock of the corporation, subject to any restrictions contained in the DGCL or the provisions of the Certificate of Incorporation, if any, may be declared by the Board at any regular or special meeting or by unanimous written consent. Dividends may be paid in cash, in property or in shares of capital stock, subject to the provisions of the Certificate of Incorporation and applicable law.

8.2 Checks. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the Board, or such officers of the corporation as may be designated by the Board to make such designation, may from time to time designate.

8.3 Corporate Seal. The Board may, by resolution, adopt a corporate seal. The corporate seal shall have inscribed thereon the name of the corporation, the year of its organization and the word "Delaware." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or otherwise reproduced. The seal may be altered from time to time by the Board.

8.4 Execution of Corporate Contracts and Instruments. The Board, except as otherwise provided in these bylaws, may authorize any officer or officers, or agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the corporation; such authority may be general or confined to specific instances. Unless so authorized or ratified by the Board or within the agency power of an officer, no officer, agent or employee shall have any power or authority to bind the corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or for any amount.

8.5 Representation of Shares of Other Corporations. The Chief Executive Officer, the President or any Vice President, the Chief Financial Officer or the Treasurer or any Assistant Treasurer, or the Secretary or any Assistant Secretary of the corporation is authorized to vote, represent and exercise on behalf of the corporation all rights incident to any and all shares of any corporation or corporations or similar ownership interests of other business entities standing in the name of the corporation. The authority herein granted to said officers to vote or represent on behalf of the corporation any and all shares or similar ownership interests held by the corporation in any other corporation or corporations or other business entities may be exercised either by such officers in person or by any other person authorized so to do by proxy or power of attorney duly executed by said officers.

ARTICLE 9 AMENDMENTS

The Board is expressly empowered to adopt, amend or repeal these bylaws; provided, however, that any adoption, amendment or repeal of these bylaws by the Board shall require the approval of at least a majority of the directors of the corporation then in office. The stockholders shall also have power to adopt, amend or repeal these bylaws; provided, however, that in addition to any vote of the holders of any class or series of stock of the corporation required by law or by the Certificate of Incorporation, the affirmative vote of the holders of at least sixty-six and two-thirds percent of the voting power of all of the then outstanding shares of the capital stock of the corporation entitled to vote generally in the election of directors, voting together as a single class, shall be required for such adoption, amendment or repeal by the stockholders of any provision of these bylaws and notice of such adoption, amendment or repeal shall be contained in the notice of such meeting; and provided further, however, that the affirmative vote of the holders representing only a majority of the voting power of the shares of the capital stock of the corporation entitled to vote in the election of directors, voting as one class, shall be required if

such adoption, amendment or repeal of the bylaws has been previously approved by the affirmative vote of at least two-thirds of the directors of the corporation then in office.

ARTICLE 10
EXCLUSIVE FORUM

Unless the corporation consents in writing to the selection of an alternative forum, to the fullest extent permitted by law, the federal district courts of the United States shall be the exclusive forum for the resolution of any complaint asserting a cause of action arising under the Securities Act of 1933, as amended.

Any person or entity purchasing or otherwise acquiring or holding any interest in any security of the corporation shall be deemed to have notice of and consented to the provisions of this Article 10 as well as Article IX of the Certificate of Incorporation.

**CERTIFICATION OF AMENDED AND RESTATED BYLAWS
OF
VERACYTE, INC.
(a Delaware Corporation)**

I, Annie McGuire, certify that I am General Counsel and Secretary of Veracyte, Inc., a Delaware corporation (the “Corporation”), that I am duly authorized to make and deliver this certification, that the attached bylaws are a true and complete copy of the Amended and Restated Bylaws of the corporation in effect as of the date of this certificate.

Dated: June 9, 2023

/s/ Annie McGuire

Annie McGuire
General Counsel and Secretary

VERACYTE, INC.
2023 EQUITY INCENTIVE PLAN
NOTICE OF GLOBAL STOCK OPTION GRANT

Unless otherwise defined in this Notice of Global Stock Option Grant (this “**Notice**”), any capitalized terms used herein shall have the meaning ascribed to them in the Veracyte, Inc. (the “**Company**”) 2023 Equity Incentive Plan (the “**Plan**”).

The individual named below (the “**Participant**”) has been granted an option (the “**Option**”) to purchase shares of Common Stock of the Company (“**Shares**”) under the Plan, subject to the terms and conditions of the Plan, the attached Global Stock Option Award Agreement (the “**Agreement**”, which shall include and incorporate by reference any appendix thereto for Participant’s country (the “**Appendix**”) and this Notice, which incorporates the Plan and the Agreement by reference.

Name:

Address

Vesting Commencement Date

Grant Number:

Date of Grant:

Exercise Price Per Share (in US Dollars):

Total Number of Shares:

Type of Option:

Expiration Date: [Veracyte to insert expiration date] The Option expires earlier if Participant’s Service terminates earlier, as provided in the Agreement.

Vesting Schedule: Subject to the limitations set forth in this Notice, the Agreement and the Plan, the Option will vest and may be exercised, in whole or in part, in accordance with the following schedule:
[Veracyte to insert vesting schedule]

[Include, as applicable: Notwithstanding the foregoing and if applicable, this Option is also subject to Participant’s Change of Control and Severance Agreement to the extent in effect at the time of termination.]

By accepting (whether in writing, electronically or otherwise) the Option, Participant understands, acknowledges and agrees to the following:

The Option is granted under and governed by the terms and conditions of this Notice, the Agreement and the Plan.

The vesting of the Option pursuant to this Notice is subject to Participant's continuing Service. Participant's Service is for an unspecified duration and can be terminated at any time (i.e., is "at-will"), except where otherwise prohibited by applicable law, and that nothing in this Notice, the Agreement or the Plan changes the nature of that relationship. To the extent permitted by applicable law, the Vesting Schedule may change prospectively in the event that Participant's Service status changes (including but not limited to Participant's transition to working on a part-time basis) and/or in the event Participant is on a leave of absence, in accordance with Company policies relating to work schedules and vesting of equity awards or as determined by the Committee and to the extent permitted by applicable law. Notwithstanding the foregoing, except as otherwise required by applicable laws, (a) Participant's Service does not terminate when Participant goes on a military leave, a sick leave or another bona fide leave of absence, if the leave of absence was approved by the Company in writing or if continued crediting of Service is required by the terms of the leave or by applicable law, but Participant's Service does terminate when the approved leave ends, unless Participant immediately return to active work and (b) unless determined otherwise by the Committee, vesting of the Option will be suspended during any unpaid leave of absence.

The Option is granted by the Company at its sole discretion, and does not entitle Participant to further grant(s) of Option(s) or any other award(s) under the Plan or any other plan or program maintained by the Company or any Parent, Subsidiary or Affiliate.

Participant has read this Notice, the Agreement, the Plan and the Company's policy covering transactions in the Company's securities by Employees and/or Directors of the Company (the "**Insider Trading Policy**") and agrees to comply with any such policy, as it may be amended from time to time, whenever Participant acquires or disposes of the Company's securities.

References to this Notice, the Agreement and the Plan include the electronic representation of each such document established and maintained by the Company or a third party designated by the Company. By accepting the Option, Participant consents to the electronic delivery and participation in the Plan as set forth in the Agreement.

VERACYTE, INC.
2023 EQUITY INCENTIVE PLAN
GLOBAL STOCK OPTION AWARD AGREEMENT

Unless otherwise defined in the Notice of Global Stock Option Grant (the “**Notice**”) to which this Global Stock Option Award Agreement (this “**Agreement**”, which shall include and incorporate by reference any appendix hereto for Participant’s country (the “**Appendix**”)) is attached or this Agreement, any capitalized terms used herein shall have the meaning ascribed to them in the Veracyte, Inc. (the “**Company**”) 2023 Equity Incentive Plan (the “**Plan**”).

1. Grant of Option. The Participant has been granted an Option to purchase Shares, subject to the terms and conditions of the Notice, this Agreement and the Plan. In the event of a conflict between the terms and conditions of the Plan and the terms and conditions of this Agreement, the terms and conditions of the Plan shall prevail. If designated in the Notice as an Incentive Stock Option (“**ISO**”), the Option is intended to qualify as an Incentive Stock Option under Section 422 of the Code. However, if the Option is intended to be an ISO, to the extent that it exceeds the U.S. \$100,000 rule of Code Section 422(d) it shall be treated as a Nonqualified Stock Option (“**NQSO**”).

2. Term of Option; Vesting and Exercisability. The Option shall in any event expire on the Expiration Date set forth in the Notice, which date is no later than the close of business at Company headquarters the day immediately prior to the date ten (10) years after the Date of Grant (five (5) years after the Date of Grant if the Option is designated as an ISO in the Notice and Participant is a Ten Percent Stockholder on the Date of Grant), or on such earlier date following Participant’s termination of Service as provided in Section 3 below. Subject to the applicable provisions of the Notice, this Agreement and the Plan, the Option shall vest, subject to Participant’s continuing Service, and may be exercised, in whole or in part, during its term in accordance with the Vesting Schedule as set forth in the Notice.

3. Post-Termination Exercise Periods. In the event Participant’s Service terminates (the effective date of such termination, the “**Termination Date**”), the period during which Participant may exercise the Option following the Termination Date will be as set forth below. Participant is responsible for keeping track of these exercise periods following termination of Participant’s Service, as the Company will not provide further notice thereof.

(a) **General Rule.** Except as provided in the Notice or as otherwise provided by the Committee, and subject to the Plan, if Participant’s Service terminates for any reason except for Cause (solely to the extent that the Committee provides for an earlier expiration as permitted by Section 3(c)) below) or Participant’s death or Disability, then Participant may exercise Participant’s Options only to the extent that such Options would have been exercisable by Participant on the Termination Date no later than the close of business at Company headquarters on the date three (3) months after the Termination Date (with any exercise beyond three (3) months after the date Participant’s employment terminates deemed to be the exercise of an NQSO), but in any event no later than the Expiration Date of the Option as set forth in the Notice.

(b) **Death.** Except as provided in the Notice or as provided otherwise by the Committee, and subject to the Plan, if Participant’s Service terminates because of Participant’s death (or Participant dies within three (3) months after Participant’s Service terminates except for Cause or because of the Participant’s Disability), then Participant’s Options may be exercised only to the extent that such Options would have been exercisable by the Participant on the Termination Date and must be exercised by the Participant’s legal representative, or authorized assignee, no later than the close of business at Company headquarters on the date twelve (12)

months after the Termination Date, but in any event no later than the Expiration Date of the Option as set forth in the Notice.

(c) Disability. Except as provided in the Notice or as provided otherwise by the Committee, and subject to the Plan, if Participant's Service terminates because of Participant's Disability, then Participant's Options may be exercised only to the extent that such Options would have been exercisable by Participant on the Termination Date and must be exercised by Participant (or the Participant's legal representative or authorized assignee) no later than the close of business at Company headquarters on the date twelve (12) months after the Termination Date (with any exercise beyond (a) three (3) months after the date Participant's employment terminates when the termination of Service is for a Disability that is not a "permanent and total disability" as defined in Section 22(e)(3) of the Code, or (b) twelve (12) months after the date Participant's Service terminates when the termination of employment is for a Disability that is a "permanent and total disability" as defined in Section 22(e)(3) of the Code, deemed to be exercise of an NQSO), but in any event no later than the Expiration Date of the Option as set forth in the Notice.

(d) Cause. If a Participant's Service is terminated for Cause or if the Committee has reasonably determined in good faith that such cessation of Services has resulted in connection with an act or failure to act constituting Cause (or such Participant's Services could have been terminated for Cause (without regard to the lapsing of any required notice or cure periods in connection therewith) at the time such Participant terminated Services), then, the Committee may require in its sole discretion either contemporaneously with or after the Participant's termination that Participant's Options (whether or not vested) shall expire effective as of Participant's Termination Date, but in any event no later than the expiration date of the Options. Unless otherwise provided in this Agreement, an employment agreement or other applicable agreement, Cause shall have the meaning set forth in the Plan.

(e) Determination and Effect of Termination of Service. Except as provided in the Notice or as provided otherwise by the Committee, Participant's Service will be deemed terminated as of the date Participant is no longer actively providing Services (regardless of the reason for such termination and notwithstanding any subsequent finding that such termination was invalid or in breach of employment laws in the jurisdiction where Participant provides Services or pursuant to the terms of Participant's employment or other service agreement, if any). Participant's right to vest in the Option will terminate as of the Termination Date and Participant's right to exercise the Option after the Termination Date, if any, will be measured from the Termination Date and will not be extended by any notice period or period of "garden leave" mandated under employment laws in the jurisdiction where Participant provides Services or pursuant to the terms of Participant's employment or other service agreement, if any. The Committee, in its sole discretion, determines when and whether Participant's Service terminates for all purposes under this Agreement (including whether Participant may still be considered to be actively providing Services while on a leave of absence). If Participant does not exercise the Option prior to the Expiration Date as set forth in the Notice or within the applicable time period, if any, following termination of Participant's Service as set forth in this Section 3, the Option shall terminate in its entirety.

4. Exercise of Option

(a) Right to Exercise. Subject to Section 3 above, the Option is exercisable during its term in accordance with the Vesting Schedule set forth in the Notice and the applicable provisions of this Agreement and the Plan. The Option may not be exercised for a fraction of a Share.

(b) Method of Exercise. To exercise the Option, Participant must deliver (i) an exercise notice in a form specified by the Company (the “**Exercise Notice**”), which shall state the election to exercise the Option, the number of Shares in respect of which the Option is being exercised (the “**Exercised Shares**”), and such other representations and agreements as may be required by the Company pursuant to the provisions of the Plan **and** (ii) payment of the aggregate Exercise Price (as set forth in the Notice) as to all Exercised Shares together with any Tax-Related Items withholding (as defined below), which delivery shall be in person, by mail, via electronic mail, transmission via online brokerage system or facsimile or by other authorized method designated by the Company. The Option shall be deemed to be exercised upon receipt by the Company of such fully executed Exercise Notice accompanied by such payment of the aggregate Exercise Price and any Tax-Related Items.

(c) Issuance of Shares. No Shares shall be issued pursuant to the exercise of the Option unless such issuance and exercise complies with all relevant provisions of law and the requirements of any stock exchange or quotation service upon which the Shares are then listed and any exchange control restrictions. Assuming such compliance, for United States income tax purposes the Exercised Shares shall be considered transferred to Participant on the date the Option is exercised with respect to such Exercised Shares.

(d) Exercise by Person Other than Participant. Provided the Company is satisfied that the Option has been transferred to such person in compliance with this Agreement, including but not limited to Section 6 below, exercise of the Option by a person other than Participant shall be subject to this Agreement, the Notice and the Plan, and must be undertaken in accordance with this Section 4 no later than the Expiration Date of the Option as set forth in the Notice or such earlier date as set forth in Section 3 above.

5. Method of Payment. Payment of the aggregate Exercise Price shall be by any of the following, or a combination thereof, at the election of Participant unless otherwise indicated:

(a) cash;

(b) personal check (representing readily available funds), wire transfer, or a cashier’s check;

(c) if authorized by the Committee, by surrender of certificates for shares of Company stock that Participant owns, along with any forms needed to effect a transfer of those shares to the Company; the value of the shares, determined as of the effective date of the Option exercise, will be applied to the Option Exercise Price. Instead of surrendering shares of Company stock, Participant may attest to the ownership of those shares on a form provided by the Company and have the same number of shares subtracted from the Option shares issued to Participant. However, Participant may not surrender, or attest to the ownership of, shares of Company stock in payment of the Exercise Price of Participant’s Option if Participant’s action would cause the Company to recognize compensation expense (or additional compensation expense) with respect to the Option for financial reporting purposes;

(d) a “broker-assisted” or “same-day sale (i.e., through irrevocable directions (given by signing a special notice of exercise form provided by the Company) to a securities broker approved by the Company to sell all or part of the Shares covered by the Option and to deliver to the Company from the sale proceeds an amount sufficient to pay the Exercise Price and any Tax-Related Items, with the balance of the sale proceeds, if any, delivered to Participant unless otherwise provided in this Agreement); or

(e) other method of payment as is permitted by applicable law and authorized by the Committee;

provided, however, that the Company may restrict the available methods of payment to facilitate compliance with applicable law or administration of the Plan. In particular, if Participant is located outside the United States, Participant should review the applicable provisions of the Appendix for any such restrictions that may currently apply.

6. Limited Transferability of Option. Except as set forth in this section or unless otherwise permitted by the Committee on a case-by-case basis, the Option may not be sold, assigned, pledged, hypothecated, transferred or otherwise disposed of in any manner other than by will or by the laws of descent or distribution or court order and may be exercised during the lifetime of Participant only by Participant. Notwithstanding anything else in this section, if permitted by the Committee, in its sole discretion, a NQSO may be transferred by instrument to an inter vivos or testamentary trust in which the NQSO is to be passed to beneficiaries upon the death of the trustor (settlor), to a guardian on the disability or to an executor on death of the NQSO holder, or by gift or pursuant to domestic relations orders to Participant's Immediate Family (as defined below), provided that any such permitted transferees may not transfer NQSOs to parties other than Participant or Participant's Immediate Family (transfers between a Participant's Immediate Family and between a Participant's Immediate Family and Participant are permitted). For the sake of clarification, multiple transfers of NQSOs may be made, by gift or pursuant to domestic relations orders, back and forth between Immediate Family and a Participant pursuant to this section. "**Immediate Family**" means any child, stepchild, grandchild, parent, stepparent, grandparent, spouse, former spouse, domestic partner sharing the same household, sibling, niece, nephew, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law (including adoptive relationships), a trust in which these persons have more than fifty percent (50%) of the beneficial interest, a foundation in which these persons (or Participant) control the management of assets, and any other entity in which these persons (or Participant) own more than fifty percent (50%) of the voting interests. The Committee will allow Participant to transfer this Option only if both Participant and the transferee(s) execute the forms prescribed by the Committee, which include the consent of the transferee(s) to be bound by the Notice, this Agreement and the Plan. The terms of the Notice, this Agreement and the Plan shall be binding upon the executors, administrators, heirs, successors and assigns of Participant.

7. Tax Consequences. Participant acknowledges that there may be tax consequences related to the Option and/or disposition of the Shares, if any, received in connection therewith, and Participant should consult a tax adviser regarding Participant's tax obligations prior to exercise of the Option or disposition of the Shares in the jurisdiction where Participant is subject to tax.

(a) **Responsibility for Taxes.** Participant acknowledges that, to the extent permitted by applicable law, regardless of any action taken by the Company or a Parent, Subsidiary or Affiliate employing or retaining the Participant (as applicable, the "**Employer**"), the ultimate liability for all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax related items related to Participant's participation in the Plan and legally applicable to Participant ("**Tax-Related Items**") is and remains Participant's responsibility and may exceed the amount actually withheld by the Company or the Employer, if any. Participant further acknowledges that the Company and/or the Employer (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Option, including, but not limited to, the grant, vesting in or exercise of the Option, the subsequent sale of Shares acquired pursuant to such exercise and the receipt of any dividends; and (ii) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the Option to reduce or eliminate Participant's liability for Tax-Related Items or achieve any particular tax result. Further, if Participant is subject to Tax-Related Items in more than one jurisdiction, Participant acknowledges that the Company and/or the Employer (or former Employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction. **PARTICIPANT SHOULD CONSULT A TAX ADVISER**

APPROPRIATELY QUALIFIED IN EACH OF THE JURISDICTIONS, INCLUDING THE COUNTRY OR COUNTRIES IN WHICH PARTICIPANT RESIDES OR IS SUBJECT TO TAXATION, BEFORE EXERCISING THE OPTION OR DISPOSING OF THE SHARES.

(b) Withholding. Prior to the relevant taxable or tax withholding event, as applicable, to the extent permitted by applicable law, Participant agrees to make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all Tax-Related Items. In this regard, Participant authorizes the Company and/or the Employer, or their respective agents, at their discretion, to satisfy any withholding obligations for Tax-Related Items by one or a combination of the following:

- i. withholding from Participant's wages or other cash compensation paid to Participant by the Company and/or the Employer;
- ii. withholding Shares to be issued upon exercise of the Option, provided the Company only withholds the number of Shares necessary to satisfy no more than the maximum statutory withholding amounts;
- iii. withholding from proceeds of the sale of Shares acquired at exercise of the Option either through a voluntary sale or through a mandatory sale arranged by the Company (on Participant's behalf pursuant to this authorization) without further consent;
- iv. Participant's payment of a cash amount (including by check representing readily available funds or a wire transfer); or
- v. any other arrangement approved by the Committee and permitted under applicable law;

all under such rules as may be established by the Committee and in compliance with the Company's Insider Trading Policy, if applicable; provided however, that if Participant is a Section 16 officer of the Company under the Exchange Act, then prior to the Tax-Related Items withholding event the Committee (as constituted in accordance with Rule 16b-3 under the Exchange Act) shall establish the method of withholding from alternatives (i)-(v) above.

Depending on the withholding method, the Company may withhold or account for Tax-Related Items by considering applicable statutory withholding rates or other applicable withholding rates, including up to the maximum permissible statutory rate for Participant's tax jurisdiction(s). In the event of over-withholding, Participant will have no entitlement to the equivalent amount in Shares and may receive a refund of any over-withheld amount in cash (in accordance with applicable law. In the event of under-withholding, Participant may be required to pay any additional Tax-Related Items directly to the applicable tax authority or to Company and/or Employer. If the obligation for Tax-Related Items is satisfied by withholding in Shares, for tax purposes, Participant is deemed to have been issued the full number of Exercised Shares, notwithstanding that a number of the Shares are held back solely for the purpose of satisfying the withholding obligation for Tax-Related Items.

Finally, Participant agrees to pay to the Company or the Employer any amount of Tax-Related Items that the Company or the Employer may be required to withhold or account for as a result of Participant's participation in the Plan that cannot be satisfied by the means previously described. The Company may refuse to issue or deliver the Shares or the proceeds of the sale of Shares, if Participant fails to comply with Participant's obligations in connection with the Tax-Related Items.

(c) Notice of Disqualifying Disposition of ISO Shares. If Participant is subject to Tax-Related Items in the United States and sells or otherwise disposes of any of the Shares acquired pursuant to an ISO on or before the later of (i) two years after the grant date, or (ii) one year after the exercise date, Participant shall immediately notify the Company in writing of such disposition. Participant agrees that he or she may be subject to income tax withholding by the Company on the compensation income recognized from such early disposition of ISO Shares by payment in cash or out of any wages or other cash compensation paid to Participant by the Company and/or the Employer or any Parent, Subsidiary or Affiliate.

8. Appendix. Notwithstanding any provisions in this Agreement, the Option will be subject to any special terms and conditions for Participant's country, as set forth in the Appendix, which constitutes part of this Agreement. Moreover, if Participant relocates to another country, the additional terms and conditions for such country will apply to Participant, to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons.

9. Compliance with Laws and Regulations; Legends. The issuance of Shares and any restriction on the sale of Shares will be subject to and conditioned upon compliance by the Company and Participant with all applicable state, federal and foreign laws and regulations and with all applicable requirements of any stock exchange or automated quotation system on which the Company's Shares may be listed or quoted at the time of such issuance or transfer. The inability of the Company to obtain from any regulatory body having jurisdiction the authority, if any, deemed by the Company's legal counsel to be necessary to the lawful issuance and sale of any Shares shall relieve the Company of any liability in respect of the failure to issue or sell such shares as to which such requisite authority shall not have been obtained. As a condition to the issuance of any Shares pursuant to this Option, the Company may require Participant to satisfy any qualifications that may be necessary or appropriate, to evidence compliance with any applicable law or regulation and to make any representation or warranty with respect thereto as may be requested by the Company. Participant understands that the Company is under no obligation to register or qualify the Shares with any state, federal or foreign securities commission or to seek approval or clearance from any governmental authority for the issuance or sale of the Shares. Further, Participant agrees that the Company shall have unilateral authority to amend the Plan and this Agreement without Participant's consent to the extent necessary to comply with securities or other laws applicable to issuance of Shares. Finally, the Shares issued pursuant to this Agreement shall be endorsed with appropriate legends, if any, determined by the Company.

10. Plan Discretionary; Extraordinary Compensation. In accepting the Option, Participant acknowledges, understands and agrees that:

(a) the Plan is established voluntarily by the Company, it is discretionary in nature, and may be modified, amended, suspended or terminated by the Company at any time, to the extent permitted by the Plan;

(b) the grant of the Option is exceptional, voluntary and occasional and does not create any contractual or other right to receive future grants of Options or other equity awards, or benefits in lieu thereof, even if Options or other equity awards have been granted in the past;

(c) all decisions with respect to future Option or other equity awards, if any, will be at the sole discretion of the Company;

(d) the Option grant and Participant's participation in the Plan shall not create a right to employment or service or be interpreted as forming or amending an employment or

service contract with the Company, the Employer or any Parent, Subsidiary or Affiliate, and shall not interfere with the ability of the Company, the Employer or any Parent, Subsidiary or Affiliate, as applicable, to terminate Participant's Service (if any);

(e) the Option is granted as an incentive for future services and in no event should be considered as compensation for, or relating in any way to, past services for the Company, the Employer, a Parent, Subsidiary or Affiliate;

(f) Participant is voluntarily participating in the Plan;

(g) the Option and any Shares acquired under the Plan, and income and value of same, are not intended to replace any pension rights or compensation;

(h) the Option and any Shares acquired under the Plan and the income from and value of same, are not part of normal or expected compensation for any purpose, including but not limited to, for purposes of calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, holiday pay, long-service awards, leave-related pay, pension or retirement or welfare benefits or similar mandatory payments;

(i) unless otherwise agreed with the Company in writing, the Option and any Shares acquired under the Plan, and the income and value of same, are not granted as consideration for, or in connection with, any Service Participant provides as a director of the Company, its Parent, Subsidiary or Affiliate;

(j) the future value of the Shares underlying the Option is unknown, indeterminable, and cannot be predicted with certainty;

(k) if the underlying Shares do not increase in value, the Option will have no value;

(l) if Participant exercises the Option and acquires Shares, the value of such Shares may increase or decrease in value, even below the Exercise Price;

(m) no claim or entitlement to compensation or damages shall arise from forfeiture of the Option resulting from Participant's termination of Service (for any reason whatsoever, whether or not later found to be invalid or in breach of employment laws in the jurisdiction where Participant is employed or retained or the terms of Participant's employment or service agreement, if any);

(n) unless otherwise provided in the Plan or by the Company in its discretion, the Option and the benefits evidenced by this Agreement do not create any entitlement to have the Option or any such benefits transferred to, or assumed by, another company nor to be exchanged, cashed out or substituted for, in connection with any Corporate Transaction affecting the Shares; and

(o) neither the Company, the Employer nor any Parent, Subsidiary or Affiliate shall be liable for any foreign exchange rate fluctuation between Participant's local currency and the United States Dollar that may affect the value of the Option or of any amounts due to Participant pursuant to the exercise of the Option or the subsequent sale of any Shares acquired upon exercise.

11. Data Privacy.

(a) Data Privacy Consent. By electing to participate in the Plan via the Company's online acceptance procedure, Participant is declaring that Participant agrees with the data processing practices described herein and consent to the collection, processing and use of Personal Data (as defined below) by the Company and the transfer of Personal Data to the recipients mentioned herein, including recipients located in countries which do not adduce an adequate level of protection from a European (or other) data protection law perspective, for the purposes described herein.

(b) Declaration of Consent. Participant understands that Participant needs to review the following information about the processing of Participant's personal data by or on behalf of the Company, the Employer and/or any Parent, Subsidiary or Affiliate as described in this Agreement and any other Plan materials (the "Personal Data") and declare Participant's consent. As regards the processing of Participant's Personal Data in connection with the Plan and this Agreement, Participant understands that the Company is the controller of Participant's Personal Data.

(c) Data Processing and Legal Basis. The Company collects, uses and otherwise processes Personal Data about Participant for the purposes of allocating Shares and implementing, administering and managing the Plan. Participant understands that this Personal Data may include, without limitation, Participant's name, home address and telephone number, email address, date of birth, social insurance number, passport number or other identification number (e.g., resident registration number), salary, nationality, job title, any shares of stock or directorships held in the Company, details of all Options or any other entitlement to shares of stock or equivalent benefits awarded, canceled, exercised, vested, unvested or outstanding in Participant's favor. The legal basis for the processing of Participant's Personal Data, where required, will be Participant's consent.

(d) Stock Plan Administration Service Providers. Participant understands that the Company may transfer Participant's Personal Data, or parts thereof, to an independent service provider based in the United States to assist the Company with the implementation, administration and management of the Plan. Participant understands and acknowledges that the Company's service provider will open an account for Participant to receive and trade Shares acquired under the Plan and that Participant will be asked to agree on separate terms and data processing practices with the service provider, which is a condition of Participant's ability to participate in the Plan.

(e) International Data Transfers. Participant understands that the Company and, as of the date hereof, any third parties assisting in the implementation, administration and management of the Plan are based in the United States. Participant understands and acknowledges that Participant's country may have enacted data privacy laws that are different from the laws of the United States. For example, the European Commission has issued only a limited adequacy finding with respect to the United States that applies solely if and to the extent that companies self-certify and remain self-certified under the EU/U.S. Privacy Shield program. The Company does not currently participate in the EU/U.S. Privacy Shield Program. The Company's legal basis for the transfer of Participant's Personal Data is Participant's consent.

(f) Data Retention. Participant understands that the Company will use Participant's Personal Data only as long as is necessary to implement, administer and manage Participant's participation in the Plan, or to comply with legal or regulatory obligations, including under tax and securities laws. In the latter case, Participant understands and acknowledges that the Company's legal basis for the processing of Participant's Personal

Data would be compliance with the relevant laws or regulations. When the Company no longer needs Participant's Personal Data for any of the above purposes, Participant understands the Company will remove it from its systems.

(g) **Voluntariness and Consequences of Denial/Withdrawal of Consent.** *Participant understands that Participant's participation in the Plan and Participant's consent is purely voluntary. Participant may deny or later withdraw Participant's consent at any time, with future effect and for any or no reason. If Participant denies or later withdraws Participant's consent, the Company can no longer offer Participant participation in the Plan or offer other equity awards to Participant or administer or maintain such awards and Participant would no longer be able to participate in the Plan. Participant further understands that denial or withdrawal of Participant's consent would not affect Participant's status or salary as an employee or Participant's career and that Participant would merely forfeit the opportunities associated with the Plan.*

(h) **Data Subject Rights.** *Participant understands that data subject rights regarding the processing of Personal Data vary depending on the applicable law and that, depending on where Participant is based and subject to the conditions set out in the applicable law, Participant may have, without limitation, the rights to (i) inquire whether and what kind of Personal Data the Company holds about Participant and how it is processed, and to access or request copies of such Personal Data, (ii) request the correction or supplementation of Personal Data about Participant that is inaccurate, incomplete or out-of-date in light of the purposes underlying the processing, (iii) obtain the erasure of Personal Data no longer necessary for the purposes underlying the processing, processed based on withdrawn consent, processed for legitimate interests that, in the context of Participant's objection, do not prove to be compelling, or processed in non-compliance with applicable legal requirements, (iv) request the Company to restrict the processing of Participant's Personal Data in certain situations where Participant feels its processing is inappropriate, (v) object, in certain circumstances, to the processing of Personal Data for legitimate interests, and to (vi) request portability of Participant Personal Data that Participant has actively or passively provided to the Company (which does not include data derived or inferred from the collected data), where the processing of such Personal Data is based on consent or Participant's employment and is carried out by automated means. In case of concerns, Participant understands that Participant may also have the right to lodge a complaint with the competent local data protection authority. Further, to receive clarification of, or to exercise any of, Participant's rights, Participant understands that Participant should contact Participant's local human resources representative.*

(i) **Alternate Basis and Additional Consents.** *Finally, Participant understands that the Company may rely on a different basis for the collection, processing or transfer of Personal Data in the future and/or request that Participant provide another data privacy consent. If applicable, Participant agrees that upon request of the Company or the Employer, Participant will provide an executed acknowledgement or data privacy consent form (or any other agreements or consents) that the Company and/or the Employer may deem necessary to obtain from Participant for the purpose of administering Participant's participation in the Plan in compliance with the data privacy laws in Participant's country, either now or in the future. Participant understands and agrees that Participant will not be able to participate in the Plan if Participant fails to provide any such consent or agreement requested by the Company and/or the Employer.*

12. Insider Trading Restrictions/Market Abuse Laws. *By participating in the Plan, Participant agrees to comply with the Company's Insider Trading Policy (to the extent applicable to Participant). Depending on Participant's country or the Company's designated broker's country or the country where the Shares are listed, Participant may be subject to insider trading restrictions and/or market abuse laws, which may affect Participant's ability to accept, acquire,*

sell, attempt to sell or otherwise dispose of Shares, rights to Shares (e.g., the Option) or rights linked to the value of Shares during such times as Participant is considered to have “inside information” regarding the Company (as defined by the laws or regulations in the applicable jurisdiction). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders Participant placed before possessing inside information. Furthermore, Participant could be prohibited from (a) disclosing the inside information to any third party, which may include Participant’s fellow employees or service providers and (b) “tipping” third parties or causing them otherwise to buy or sell securities. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under the Company’s Insider Trading Policy. Participant is responsible for ensuring compliance with any applicable restrictions and should consult Participant’s personal legal advisor on this matter.

13. Foreign Asset/Account or Tax Reporting; Exchange Controls. Participant’s country may have certain foreign asset/account or tax reporting requirements and/or exchange controls that may affect Participant’s ability to acquire or hold the Option or Shares under the Plan or cash received from participating in the Plan (including from any dividends received or sale proceeds arising from the sale of Shares) in a brokerage or bank account outside Participant’s country. Participant may be required to report such accounts, assets, or transactions to the tax or other authorities in Participant’s country. Participant may also be required to repatriate sale proceeds or other funds received as a result of Participant’s participation in the Plan to Participant’s country through a Company designated broker or bank and/or within a certain time after receipt. Participant acknowledges that it is Participant’s responsibility to be compliant with such regulations and Participant understands and agrees that Participant should consult Participant’s personal legal and tax advisors for any details.

14. Adjustment. In the event of a stock split, a stock dividend or a similar change in Company stock, the number of Shares covered by the Option and the Exercise Price per Share may be adjusted pursuant to the Plan.

15. No Rights as Employee, Director or Consultant. Nothing in this Agreement shall affect in any manner whatsoever the right or power of the Company, or a Parent, Subsidiary or Affiliate, to terminate Participant’s Service, for any reason, with or without Cause.

16. Award Subject to Company Clawback or Recoupment. The Option, including the Shares underlying the Option, shall be subject to clawback or recoupment pursuant to any compensation clawback or recoupment policy adopted by the Board or required by law during the term of Participant’s Service that is applicable to Participant. In addition to any other remedies available under such policy, applicable law may require the cancellation of Participant’s Option (whether vested or unvested) and the recoupment of any gains realized with respect to Participant’s Option and the Shares underlying the Option.

17. No Advice Regarding Grant. The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding Participant’s grant, vesting or exercise of the Option, participation in the Plan or acquisition or sale of the Shares underlying the Option. Participant acknowledges, understands and agrees that Participant should consult with Participant’s own personal tax, legal and financial advisors regarding Participant’s grant, vesting in or exercise of the Option, participation in the Plan or acquisition or sale of the Shares underlying the Option before taking any action related thereto.

18. Consent to Electronic Delivery of All Plan Documents and Disclosures. By acceptance of the Notice (whether in writing, electronically or otherwise), Participant agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company and consents to the electronic delivery of the Notice, the Appendix, this Agreement, the Plan, account statements, Plan prospectuses

required by the U.S. Securities and Exchange Commission, U.S. financial reports of the Company, and all other documents that the Company is required to deliver to its security holders (including, without limitation, annual reports and proxy statements) or other communications or information related to the Option and current or future participation in the Plan. Electronic delivery may include the delivery of a link to a Company intranet or the internet site of a third party involved in administering the Plan, the delivery of the document via e-mail or such other delivery determined at the Company's discretion. Participant acknowledges that Participant may receive from the Company a paper copy of any documents delivered electronically at no cost if Participant contacts the Company by telephone, through a postal service or electronic mail to the Company at Attn: Stock Plan Administration at the Company, 6000 Shoreline Court, Suite 300, San Francisco, California 94080, Email: stockadmin@veracyte.com, Telephone (650) 243-6300. Participant further acknowledges that Participant will be provided with a paper copy of any documents delivered electronically if electronic delivery fails; similarly, Participant understands that Participant must provide on request to the Company or any designated third party a paper copy of any documents delivered electronically if electronic delivery fails. Also, Participant understands that Participant's consent may be revoked or changed, including any change in the electronic mail address to which documents are delivered (if Participant has provided an electronic mail address), at any time by notifying the Company of such revised or revoked consent by telephone, postal service or electronic mail to the Company at Attn: Stock Plan Administration at the Company, 6000 Shoreline Court, Suite 300, San Francisco, California 94080, Email: stockadmin@veracyte.com, Telephone (650) 243-6300. Participant agrees to notify the Company upon any change in Participant's residence address indicated in the Notice or any electronic mail address provided.

19. Language. Participant acknowledges that Participant is sufficiently proficient in the English language, or has consulted with an advisor who is sufficiently proficient in the English language, so as to allow Participant to understand the terms and conditions of this Agreement, the Notice and the Plan. Further, if Participant has received this Agreement, the Notice or the Plan, or any other document related thereto, translated into a language other than the English language, and if the meaning of the translated version is different than the English language version, the English language version will control.

20. Imposition of Other Requirements. The Company reserves the right to impose other requirements on Participant's participation in the Plan, on the Option and on any Shares acquired upon exercise of the Option, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

21. Acknowledgements. The Company and Participant agree that the Option is granted under and governed by the Notice, the Plan and this Agreement, which incorporates the Plan and the Notice by reference. Participant acknowledges having received copies of and carefully read the Plan, the Plan prospectus, the Notice and this Agreement, and confirms Participant fully understands all provisions of such documents. Participant has had an opportunity to obtain the advice of counsel prior to executing the Notice, and hereby accepts the Option subject to all of the terms and conditions set forth in the Notice, this Agreement and the Plan.

22. Severability. If one or more provisions of the Notice or this Agreement are held to be unenforceable under applicable law, then such provision will be enforced to the maximum extent possible given the intent of the parties hereto. If such clause or provision cannot be so enforced, then (i) such provision shall be excluded from the Notice or this Agreement, as applicable, (ii) the balance of the Notice and this Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of the Notice and this Agreement shall be enforceable in accordance with their terms.

23. Governing Law and Venue. The Notice and this Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of California, without giving effect to principles of conflicts of law. Any and all disputes relating to, concerning or arising from this Agreement, or relating to, concerning or arising from the relationship between the parties evidenced by the Plan or this Agreement, will be brought and heard exclusively in the United States District Court for the Northern District of California or, if such court does not have subject matter jurisdiction, the courts of the State of California sitting in the County of San Francisco, and any appellate courts thereof. Each of the parties hereby represents and agrees that such party is subject to the personal jurisdiction of said courts; hereby irrevocably consents to the jurisdiction of such courts in any legal or equitable proceedings related to, concerning or arising from such dispute, and waives, to the fullest extent permitted by law, any objection which such party may now or hereafter have that the laying of the venue of any legal or equitable proceedings related to, concerning or arising from such dispute which is brought in such courts is improper or that such proceedings have been brought in an inconvenient forum.

24. Entire Agreement; Enforcement of Rights. The Notice, this Agreement (including the Appendix) and the Plan constitute the entire agreement and understanding of the parties relating to the subject matter herein and supersede all prior discussions between them. Any prior agreements, commitments or negotiations concerning the purchase of the Shares hereunder are superseded. No adverse modification of or adverse amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing and signed by the parties to this Agreement (which writing and signing may be electronic). The failure by either party to enforce any rights under this Agreement shall not be construed as a waiver of any rights of such party.

BY ACCEPTING THE OPTION, PARTICIPANT AGREES TO ALL OF THE TERMS AND CONDITIONS DESCRIBED ABOVE AND IN THE PLAN.

**Appendix to the
Global Stock Option Award Agreement
Veracyte, Inc. 2023 Equity Incentive Plan
Country-Specific Provisions**

Capitalized terms, unless explicitly defined in this Appendix, shall have the meanings given to them in the Notice, the Agreement or the Plan.

Terms and Conditions

This Appendix includes additional terms and conditions that govern the Option granted to you under the Plan if you reside and/or work in one of the countries listed below. If you are a citizen or resident (or are considered as such for local law purposes) of a country other than the country in which you are currently residing and/or working, or if you transfer employment and/or residency between countries after the Date of Grant, the Company will, in its discretion, determine to what extent the special terms and conditions contained herein shall be applicable to you.

Notifications

This Appendix also includes information regarding securities, exchange control, foreign asset/account reporting and certain other issues of which you should be aware with respect to your participation in the Plan. The information is based on the securities, exchange control, foreign asset/account reporting and other laws in effect in the respective countries as of June 2020. Such laws are often complex and change frequently. As a result, the Company strongly recommends that you not rely on the information in this Appendix as the only source of information relating to the consequences of your participation in the Plan because the information may be out of date at the time that you exercise the Option or you sell Shares acquired under the Plan.

In addition, the information contained herein is general in nature and may not apply to your particular situation, and the Company is not in a position to assure you of any particular result. Accordingly, you should seek appropriate professional advice as to how the relevant laws in your country may apply to your individual situation.

The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding your participation in the Plan, or your acquisition or sale of the underlying Shares. You should consult with your own personal tax, legal and financial advisors regarding your participation in the Plan before taking any action related to the Plan.

Finally, if you are a citizen or resident (or are considered as such for local tax purposes) of a country other than the one in which you are currently residing and/or working, or if you transfer employment and/or residency after the Date of Grant, the information contained herein may not be applicable to you in the same manner.

FRANCE

Tax Information

The Options are not intended to be French tax-qualified awards.

Exchange Control Information

The Participant must declare to the customs and excise authorities any cash and securities the Participant imports or exports without the use of a financial institution when the value of such cash or securities exceeds a certain amount. The Participant should consult with the Participant's professional advisor. In addition, if the Participant is a French resident, the Participant may hold stock outside France provided the Participant declares all foreign bank and brokerage accounts on an annual basis (including the accounts that were open and those that were closed during the tax year) on a specific form in the Participant's income tax return.

Securities Law

This offer does not require a prospectus to be submitted for approval to the Autorité des marchés financiers ("AMF"). The Participant may take part in the offer solely for his or her own account and any financial instruments thus acquired cannot be distributed directly or indirectly to the public otherwise than in accordance with Articles L. 411-1, L. 411-2, L. 412-1 and L. 621-8 to L. 621-8-3 of the French Monetary and Financial Code. The information provided to the Participant in this Agreement, the Plan or other documents supplied to the Participant in connection with the offer to the Participant of the Options is provided as factual information only and as such is not intended to induce the Participant to accept to enter into this Agreement. Any such information does not give or purport to give any indication of the likely future financial success or performance of the Company and historical financial information gives no indication of future financial performance. The Options are not intended to qualify for the favorable tax and social security treatment in France applicable to options granted under Sections L. 225-177 to L. 225-186-1 of the French Commercial Code. Should the Participant be in any doubt as to the contents of the offer of this Option award or what course of action to take in relation to the offer, the Participant is recommended to immediately seek his or her own personal financial advice from his or her stockbroker, bank manager, solicitor, accountant or other independent financial advisor duly authorized by the competent authorities or bodies.

Data Protection

The Company and the Participant's Employer will hold, collect and otherwise process certain data as set out in the Employer's Employee Privacy Policy which has been or will be provided to the Participant separately. All personal data will be treated in accordance with applicable data protection laws and regulations.

French Language Provision

By signing and returning this Agreement, the Participant confirms having read and understood the documents relating to the Plan and the Agreement which were provided to the Participant in English language. The Participant accepts the terms of those documents accordingly.

En signant et renvoyant ce Contrat vous confirmez ainsi avoir lu et compris les documents relatifs au Plan qui vous ont été communiqués en langue anglaise. Vous en acceptez les termes en connaissance de cause.

GERMANY

Tax Indemnity

The Participant agrees to indemnify and keep indemnified the Company, any Subsidiary and his/her employing company (the “**Employer**”), if different, from and against any liability for or obligation to pay any Tax Liability (a “**Tax Liability**” being any liability for income tax, withholding tax and any other employment related taxes in any jurisdiction, including but not limited to wage tax, solidarity surcharge, church tax or social security contributions) that is attributable to: (1) the grant or exercise of, or any benefit derived by the Participant from, the Option or the Shares which are the subject of the Option, (2) the transfer or issue of Shares to the Participant on exercise of the Option or any other benefit on exercise of the Option, or (3) the disposal of any Shares.

Exchange Control Information

Cross-border payments in excess of €12,500 must be reported monthly to the German Federal Bank. If the Participant uses a German bank to transfer a cross-border payment in excess of €12,500 in connection with the sale of Shares acquired under the Plan, the bank will make the report for the Participant. In addition, the Participant must report any receivables, payables, or debts in foreign currency exceeding an amount of €5,000,000 on a monthly basis. Finally, the Participant must report on an annual basis if the Participant holds Shares that exceed 10% of the total voting capital of the Company.

Data Protection

The Company and the Participant’s Employer will hold, collect and otherwise process certain data as set out in the Employer’s Employee Privacy Policy which will be provided to the Participant separately. All personal data will be treated in accordance with applicable data protection laws and regulations.

ISRAEL

Data Protection

Nothing in the Notice of Stock Option Grant, Stock Option Agreement or Plan limits the obligations under the Privacy Protection Act, 5741-1981 (“**PPA**”) Chapter B.

The Participant acknowledges that the Company and its Subsidiaries may make the Data available to public authorities where required under locally applicable law.

SPAIN

Tax Withholding

The Participant agrees to indemnify and keep indemnified the Company, any Subsidiary and his/her employing company (the “**Employer**”), if different, from and against any liability for or obligation to pay any Tax Liability (a “**Tax Liability**” being any liability for income tax, withholding tax and any other employment related taxes in any jurisdiction, including but not limited to wage tax, solidarity surcharge or social security contributions) that is attributable to (1) the grant or exercise of, or any benefit derived by the Participant from, the Option or the Shares which are the subject of the Option, (2) the transfer or issue of Shares to the Participant on exercise of the Option or any other benefit on exercise of the Option, or (3) the disposal of any Shares.

The Options cannot be exercised until the Participant has made such arrangements as the Company may require for the satisfaction of any Tax Liability that may arise in connection with the exercise of the Options and/or the acquisition of the Shares by the Participant. The Company

shall not be required to issue, allot or transfer Shares until the Participant has satisfied this obligation.

Whenever the Options are exercised and Shares are issued or transferred to the Participant, the Company shall notify the Participant of the amount of tax, if any, which must be withheld by the Company, any Subsidiary or the Employer, if different, under all applicable tax laws. At the discretion of the Company, the Options cannot be exercised until the Participant enters into an election with the Company, to either (a) remit a cash payment of the required amount to the Company, a Subsidiary or the Employer, as applicable; or (b) authorize the deduction of such amount from the Participant's compensation (including, for the avoidance of doubt, other compensation that may be owed to the Participant by the Company, any Subsidiary or the Employer in connection with the performance of Services or otherwise due). Notwithstanding the prior sentence, with the consent of the administrator of the Plan, if relevant, and subject to any applicable legal conditions or restrictions, the Company or Subsidiary or Employer, as applicable, shall, upon the Participant's request, accept surrender of a whole number of Shares issued hereunder (or other Shares held by the Participant) having a Fair Market Value, determined as of the date the amount of tax to be withheld is to be determined pursuant to any applicable tax laws (the "**Tax Date**"), not in excess of the minimum of tax required to be withheld by law to cover all or a portion of the applicable withholding taxes (with the remainder paid pursuant to the preceding sentence). Request for such surrender shall be made in writing in a form acceptable to the Administrator, if relevant, and shall be subject to the following restrictions: (i) the election must be made on or prior to the applicable Tax Date and (ii) once made, the election shall be irrevocable as to the particular Options for which the election is made. In case the Participant purports to be entitled to any tax reduction or allowance in connection with income derived from the Options, it shall promptly notify such circumstance to the Company, which shall factor, to the extent permitted by the applicable tax laws, the applicability of such reduction or allowance in the assessment of taxes to be withheld, subject in any event to the Participant's compliance with any requirements imposed under applicable tax laws for their applicability (including the submission of tax forms or statements required to be delivered to the Company, a Subsidiary or the Employer, as applicable). Any adverse consequences to the Participant arising in connection with the share withholding procedure set forth herein, or with any representation made by the Participant relevant for the assessment of applicable withholding taxes, shall be the sole responsibility of the Participant.

No Transfer

Neither the Option (nor any right arising thereunder) are transferable and the Participant shall not sell, pledge, assign, hypothecate, transfer or otherwise dispose of the Option (nor any right arising thereunder) in any manner, and the Option shall be cancelled to the extent the Participant purports to so sell, pledge, assign, hypothecate, transfer or otherwise dispose of it.

Exchange Control and Tax Information Obligations

If the Participant acquires Shares issued pursuant to the exercise of the Options, the Participant must declare the acquisition of such securities to the *Spanish Direccion General de Política Comercial y de Inversiones Extranjeras*, by filing the corresponding D-5 form, within the following month to the date of acquisition of the Shares. This declaration is provided to the Ministry of Economy and Competitiveness for statistical purposes only.

In the event that the Shares acquired pursuant to the Plan and this Agreement represent more than 10% of the share capital of the Company and, provided that the net equity of the Company exceeds the statutory threshold, the Participant will have to make an annual declaration to the *Spanish Direccion General de Política Comercial y de Inversiones Extranjeras* about the

development of the investment in non-resident entities by filing the corresponding D-8 form, within the first nine months of each calendar year.

In addition, in case the value of the assets held by the Participant in non-resident companies, including the Shares of the Company or the balance of transactions with non-resident companies, including the Company, exceeds the statutory threshold, the Participant must also periodically file a declaration of foreign transactions with the Statistics Department of the Bank of Spain. The periodicity of such filings will be determined by the amount of the transactions or balances held with non-resident entities.

Participants should consult their own tax advisors in relation to the tax implications derived from the award, holding or disposal of Options or Shares, and of their potential relocation to any other jurisdiction. The Company does not assume any responsibility therefor. The holding of certain rights or assets located overseas may be required to be reported on an annual basis by means of filing an information tax form (currently tax form number 720) and may be subject to Net Wealth Tax (*Impuesto sobre el Patrimonio*).

Data Privacy

The Company and the Participant's Employer will hold, collect and otherwise process certain data as set out in the Employer's Employee Privacy Policy which will be provided to the Participant separately. All personal data will be treated in accordance with applicable data protection laws and regulations.

UNITED KINGDOM

Employee Share Scheme

The Agreement forms the rules of the employee share scheme applicable to the United Kingdom based Participants of the Company and any Subsidiaries. Only employees of the Company or any Subsidiary of the Company are eligible to be granted Options or be issued Shares under the Agreement. Other service providers (including Consultants or Outside Directors) who are not employees are not eligible to receive Options under the Agreement in the United Kingdom. Accordingly, all references in the Agreement to the Participant's service or termination of Service shall be interpreted as references to the Participant's employment or termination of employment.

Special Tax Consequences

The Participant agrees to indemnify and keep indemnified the Company, any Subsidiary and his/her employing company (the "**Employer**"), if different, from and against any liability for or obligation to pay any Tax Liability (a "**Tax Liability**" being any liability for income tax, withholding tax and any other employment related taxes, employee's National Insurance contributions or employer's National Insurance contributions or equivalent social security contributions in any jurisdiction) that is attributable to: (1) the grant or exercise of, or any benefit derived by the Participant from, the Option or the Shares which are the subject of the Option, (2) the transfer or issue of Shares to the Participant on exercise of the Option or any other benefit on exercise of the Option, or (3) the disposal of any Shares.

The Options cannot be exercised until the Participant has made such arrangements as the Company may require for the satisfaction of any Tax Liability that may arise in connection with the exercise of the Options and/or the acquisition of the Shares by the Participant. The Company shall not be required to issue, allot or transfer Shares until the Participant has satisfied this obligation.

At the discretion of the Company, the Options cannot be exercised until the Participant has entered into an election with the Company (or his/her employer) (as appropriate) in a form approved by the Company and Her Majesty's Revenue & Customs (a "**Joint Election**") under which any liability of the Company and/or the employer for employer's National Insurance contributions arising in respect of the granting, vesting, exercise of or other dealing in the Options, or the acquisition of Shares on exercise of the Options, is transferred to and met by the Participant.

The Participant undertakes that, upon request by the Company, he/she will join with his/her Employer in electing, pursuant to Section 431(1) of the Income Tax (Earnings and Pensions) Act 2003 ("**ITEPA**") that, for relevant tax purposes, the market value of the Shares acquired on any occasion will be calculated as if the shares were not restricted and Sections 425 to 430 (inclusive) of ITEPA are not to apply to such shares.

The Participant agrees that if the Participant does not pay or the Participant's Employer or the Company does not withhold from the Participant the full amount of all taxes applicable to the taxable income of the Participant resulting from the grant of the Options, the exercise of the Options, or the issuance of Shares (the "**UK Tax-Related Items**") that the Participant owes due to the exercise of the Options, or the release or assignment of the Options for consideration, or the receipt of any other benefit in connection with the Options (the "**Taxable Event**") within 90 days after the Taxable Event, or such other period specified in Section 222(1)(c) of the U.K. Income Tax (Earnings and Pensions) Act 2003, then the amount that should have been withheld shall constitute a loan owed by the Participant to the Employer, effective 90 days after the Taxable Event. The Participant agrees that the loan will bear interest at HMRC's official rate and will be immediately due and repayable by the Participant, and the Company and/or the Employer may recover it at any time thereafter by withholding the funds from salary, bonus or any other funds due to the Participant by the Employer, by withholding in Shares issued upon exercise of the Options or from the cash proceeds from the sale of Shares or by demanding cash or a cheque from the Participant. The Participant also authorizes the Company to delay the issuance of any Shares to the Participant unless and until the loan is repaid in full.

Notwithstanding the foregoing, if the Participant is an officer or executive director (as within the meaning of Section 13(k) of the U.S. Securities and Exchange Act of 1934, as amended), the terms of the immediately foregoing provision will not apply. In the event that the Participant is an officer or executive director and the UK Tax-Related Items are not collected from or paid by the Participant within 90 days of the Taxable Event, the amount of any uncollected UK Tax-Related Items may constitute a benefit to Participant on which additional income tax and National Insurance contributions may be payable. The Participant acknowledges that the Company or the Employer may recover any such additional income tax and national insurance contributions at any time thereafter.

Data Protection

The Company and the Participant's Employer will hold, collect and otherwise process certain data as set out in the Employer's Employee Privacy Policy which will be provided to the Participant separately. All personal data will be treated in accordance with applicable data protection laws and regulations.

VERACYTE, INC.
2023 EQUITY INCENTIVE PLAN
NOTICE OF GLOBAL PERFORMANCE STOCK OPTION GRANT

Unless otherwise defined in this Notice of Global Performance Stock Option Grant (this “**Notice**”), any capitalized terms used herein shall have the meaning ascribed to them in the Veracyte, Inc. (the “**Company**”) 2023 Equity Incentive Plan (the “**Plan**”).

The individual named below (the “**Participant**”) has been granted an option (the “**Option**”) to purchase shares of Common Stock of the Company (“**Shares**”) under the Plan, subject to the terms and conditions of the Plan, the Global Performance Stock Option Award Agreement attached hereto as Exhibit B (the “**Agreement**”, which shall include and incorporate by reference any appendix thereto for Participant’s country (the “**Appendix**”) and this Notice (which shall include and incorporate by reference the vesting and performance terms and conditions set forth on Exhibit A hereto (the “**Vesting Appendix**”), which incorporates the Plan and the Agreement by reference.

Name:

Address

Grant Number:

Date of Grant:

Exercise Price Per Share (in US Dollars):

Target Number of Shares:

Maximum Number of Shares:

Type of Option:

Expiration Date: [Veracyte to insert expiration date] The Option expires earlier if Participant’s Service terminates earlier, as provided in the Agreement.

Vesting Schedule: Subject to the limitations set forth in this Notice, the Agreement and the Plan, the Option will vest and may be exercised, in whole or in part, in accordance with the Vesting Appendix.

By accepting (whether in writing, electronically or otherwise) the Option, Participant understands, acknowledges and agrees to the following:

The Option is granted under and governed by the terms and conditions of this Notice, the Agreement and the Plan.

The vesting of the Option pursuant to this Notice is subject to both Participant’s continuing Service and satisfaction of any vesting and performance terms and conditions as set forth in the Vesting Appendix. Participant’s Service is for an unspecified duration and can be terminated at any time (i.e., is “at-will”), except where otherwise prohibited by applicable law, and that

nothing in this Notice, the Agreement or the Plan changes the nature of that relationship. To the extent permitted by applicable law, the Vesting Schedule may change prospectively in the event that Participant's Service status changes (including but not limited to Participant's transition to working on a part-time basis) and/or in the event Participant is on a leave of absence, in accordance with Company policies relating to work schedules and vesting of equity awards or as determined by the Committee and to the extent permitted by applicable law. Notwithstanding the foregoing, except as otherwise required by applicable laws, (a) Participant's Service does not terminate when Participant goes on a military leave, a sick leave or another bona fide leave of absence, if the leave of absence was approved by the Company in writing or if continued crediting of Service is required by the terms of the leave or by applicable law, but Participant's Service does terminate when the approved leave ends, unless Participant immediately return to active work and (b) unless determined otherwise by the Committee, vesting of the Option will be suspended during any unpaid leave of absence.

The Option is granted by the Company at its sole discretion, and does not entitle Participant to further grant(s) of Option(s) or any other award(s) under the Plan or any other plan or program maintained by the Company or any Parent, Subsidiary or Affiliate.

Participant has read this Notice, the Agreement, the Plan and the Company's policy covering transactions in the Company's securities by Employees and/or Directors of the Company (the "***Insider Trading Policy***"), and agrees to comply with any such policy, as it may be amended from time to time, whenever Participant acquires or disposes of the Company's securities.

References to this Notice, the Agreement and the Plan include the electronic representation of each such document established and maintained by the Company or a third party designated by the Company. By accepting the Option, Participant consents to the electronic delivery and participation in the Plan as set forth in the Agreement.

EXHIBIT A

Vesting Appendix

[Veracyte to insert applicable vesting and performance terms and conditions.]

EXHIBIT B

VERACYTE, INC. 2023 EQUITY INCENTIVE PLAN GLOBAL PERFORMANCE STOCK OPTION AWARD AGREEMENT

Unless otherwise defined in the Notice of Global Performance Stock Option Grant (the “**Notice**”, which shall include and incorporate by reference the vesting and performance terms and conditions set forth on Exhibit A thereto (the “**Vesting Appendix**”)) to which this Global Performance Stock Option Award Agreement (this “**Agreement**”, which shall include and incorporate by reference any appendix hereto for Participant’s country (the “**Appendix**”)) is attached or this Agreement, any capitalized terms used herein shall have the meaning ascribed to them in the Veracyte, Inc. (the “**Company**”) 2023 Equity Incentive Plan (the “**Plan**”).

1. Grant of Option. The Participant has been granted an Option to purchase Shares, subject to the terms and conditions of the Notice, this Agreement and the Plan. In the event of a conflict between the terms and conditions of the Plan and the terms and conditions of this Agreement, the terms and conditions of the Plan shall prevail. If designated in the Notice as an Incentive Stock Option (“**ISO**”), the Option is intended to qualify as an Incentive Stock Option under Section 422 of the Code. However, if the Option is intended to be an ISO, to the extent that it exceeds the U.S. \$100,000 rule of Code Section 422(d) it shall be treated as a Nonqualified Stock Option (“**NQSO**”).

2. Term of Option; Vesting and Exercisability. The Option shall in any event expire on the Expiration Date set forth in the Notice, which date is no later than the close of business at Company headquarters the day immediately prior to the date ten (10) years after the Date of Grant (five (5) years after the Date of Grant if the Option is designated as an ISO in the Notice and Participant is a Ten Percent Stockholder on the Date of Grant), or on such earlier date following Participant’s termination of Service as provided in Section 3 below. Subject to the applicable provisions of the Notice, this Agreement and the Plan, the Option shall vest, subject to both Participant’s continuing Service and satisfaction of any vesting and performance terms and conditions as set forth in the Vesting Appendix, and may be exercised, in whole or in part, during its term in accordance with the Vesting Schedule as set forth in the Notice.

3. Post-Termination Exercise Periods. In the event Participant’s Service terminates (the effective date of such termination, the “**Termination Date**”), the period during which Participant may exercise the Option following the Termination Date will be as set forth below. Participant is responsible for keeping track of these exercise periods following termination of Participant’s Service, as the Company will not provide further notice thereof.

(a) **General Rule.** Except as provided in the Notice or as otherwise provided by the Committee, and subject to the Plan, if Participant’s Service terminates for any reason except for Cause (solely to the extent that the Committee provides for an earlier expiration as permitted by Section 3(d) below) or Participant’s death or Disability, then Participant may exercise Participant’s Options only to the extent that such Options would have been exercisable by Participant on the Termination Date no later than the close of business at Company headquarters on the date three (3) months after the Termination Date (with any exercise beyond three (3) months after the date Participant’s employment terminates deemed to be the exercise of an NQSO), but in any event no later than the Expiration Date of the Option as set forth in the Notice.

(b) **Death.** Except as provided in the Notice or as provided otherwise by the Committee, and subject to the Plan, if Participant’s Service terminates because of Participant’s

death (or Participant dies within three (3) months after Participant's Service terminates except for Cause or because of the Participant's Disability), then Participant's Options may be exercised only to the extent that such Options would have been exercisable by the Participant on the Termination Date and must be exercised by the Participant's legal representative, or authorized assignee, no later than the close of business at Company headquarters on the date twelve (12) months after the Termination Date, but in any event no later than the Expiration Date of the Option as set forth in the Notice.

(c) Disability. Except as provided in the Notice or as provided otherwise by the Committee, and subject to the Plan, if Participant's Service terminates because of Participant's Disability, then Participant's Options may be exercised only to the extent that such Options would have been exercisable by Participant on the Termination Date and must be exercised by Participant (or the Participant's legal representative or authorized assignee) no later than the close of business at Company headquarters on the date twelve (12) months after the Termination Date (with any exercise beyond (a) three (3) months after the date Participant's employment terminates when the termination of Service is for a Disability that is not a "permanent and total disability" as defined in Section 22(e)(3) of the Code, or (b) twelve (12) months after the date Participant's Service terminates when the termination of employment is for a Disability that is a "permanent and total disability" as defined in Section 22(e)(3) of the Code, deemed to be exercise of an NQSO), but in any event no later than the Expiration Date of the Option as set forth in the Notice.

(d) Cause. If a Participant's Service is terminated for Cause or if the Committee has reasonably determined in good faith that such cessation of Services has resulted in connection with an act or failure to act constituting Cause (or such Participant's Services could have been terminated for Cause (without regard to the lapsing of any required notice or cure periods in connection therewith) at the time such Participant terminated Services), then the Committee may require in its sole discretion either contemporaneously with or after the Participant's termination that Participant's Options (whether or not vested) shall expire effective as of Participant's Termination Date, but in any event no later than the expiration date of the Options. Unless otherwise provided in this Agreement, an employment agreement or other applicable agreement, Cause shall have the meaning set forth in the Plan.

(e) Determination and Effect of Termination of Service. Except as provided in the Notice or as provided otherwise by the Committee, Participant's Service will be deemed terminated as of the date Participant is no longer actively providing Services (regardless of the reason for such termination and notwithstanding any subsequent finding that such termination was invalid or in breach of employment laws in the jurisdiction where Participant provides Services or pursuant to the terms of Participant's employment or other service agreement, if any). Participant's right to vest in the Option will terminate as of the Termination Date and Participant's right to exercise the Option after the Termination Date, if any, will be measured from the Termination Date and will not be extended by any notice period or period of "garden leave" mandated under employment laws in the jurisdiction where Participant provides Services or pursuant to the terms of Participant's employment or other service agreement, if any. The Committee, in its sole discretion, determines when and whether Participant's Service terminates for all purposes under this Agreement (including whether Participant may still be considered to be actively providing Services while on a leave of absence). If Participant does not exercise the Option prior to the Expiration Date as set forth in the Notice or within the applicable time period, if any, following termination of Participant's Service as set forth in this Section 3, the Option shall terminate in its entirety.

4. **Exercise of Option.**

(a) **Right to Exercise.** Subject to Section 3 above, the Option is exercisable during its term in accordance with the Vesting Schedule set forth in the Notice and the applicable provisions of this Agreement and the Plan. The Option may not be exercised for a fraction of a Share.

(b) **Method of Exercise.** To exercise the Option, Participant must deliver (i) an exercise notice in a form specified by the Company (the “***Exercise Notice***”), which shall state the election to exercise the Option, the number of Shares in respect of which the Option is being exercised (the “***Exercised Shares***”), and such other representations and agreements as may be required by the Company pursuant to the provisions of the Plan **and** (ii) payment of the aggregate Exercise Price (as set forth in the Notice) as to all Exercised Shares together with any Tax-Related Items withholding (as defined below), which delivery shall be in person, by mail, via electronic mail, transmission via online brokerage system or facsimile or by other authorized method designated by the Company. The Option shall be deemed to be exercised upon receipt by the Company of such fully executed Exercise Notice accompanied by such payment of the aggregate Exercise Price and any Tax-Related Items.

(c) **Issuance of Shares.** No Shares shall be issued pursuant to the exercise of the Option unless such issuance and exercise complies with all relevant provisions of law and the requirements of any stock exchange or quotation service upon which the Shares are then listed and any exchange control restrictions. Assuming such compliance, for United States income tax purposes the Exercised Shares shall be considered transferred to Participant on the date the Option is exercised with respect to such Exercised Shares.

(d) **Exercise by Person Other than Participant.** Provided the Company is satisfied that the Option has been transferred to such person in compliance with this Agreement, including but not limited to Section 6 below, exercise of the Option by a person other than Participant shall be subject to this Agreement, the Notice and the Plan, and must be undertaken in accordance with this Section 4 no later than the Expiration Date of the Option as set forth in the Notice or such earlier date as set forth in Section 3 above.

5. **Method of Payment.** Payment of the aggregate Exercise Price shall be by any of the following, or a combination thereof, at the election of Participant unless otherwise indicated:

(a) cash;

(b) personal check (representing readily available funds), wire transfer, or a cashier’s check;

(c) **if authorized by the Committee,** by surrender of certificates for shares of Company stock that Participant owns, along with any forms needed to effect a transfer of those shares to the Company; the value of the shares, determined as of the effective date of the Option exercise, will be applied to the Option Exercise Price. Instead of surrendering shares of Company stock, Participant may attest to the ownership of those shares on a form provided by the Company and have the same number of shares subtracted from the Option shares issued to Participant. However, Participant may not surrender, or attest to the ownership of, shares of Company stock in payment of the Exercise Price of Participant’s Option if Participant’s action would cause the Company to recognize compensation expense (or additional compensation expense) with respect to the Option for financial reporting purposes;

(d) a “broker-assisted” or “same-day sale (i.e., through irrevocable directions (given by signing a special notice of exercise form provided by the Company) to a securities

broker approved by the Company to sell all or part of the Shares covered by the Option and to deliver to the Company from the sale proceeds an amount sufficient to pay the Exercise Price and any Tax-Related Items, with the balance of the sale proceeds, if any, delivered to Participant unless otherwise provided in this Agreement); or

(e) other method of payment as is permitted by applicable law and authorized by the Committee;

provided, however, that the Company may restrict the available methods of payment to facilitate compliance with applicable law or administration of the Plan. In particular, if Participant is located outside the United States, Participant should review the applicable provisions of the Appendix for any such restrictions that may currently apply.

6. Limited Transferability of Option. Except as set forth in this section or unless otherwise permitted by the Committee on a case-by-case basis, the Option may not be sold, assigned, pledged, hypothecated, transferred or otherwise disposed of in any manner other than by will or by the laws of descent or distribution or court order and may be exercised during the lifetime of Participant only by Participant. Notwithstanding anything else in this section, if permitted by the Committee, in its sole discretion, a NQSO may be transferred by instrument to an inter vivos or testamentary trust in which the NQSO is to be passed to beneficiaries upon the death of the trustor (settlor), to a guardian on the disability or to an executor on death of the NQSO holder, or by gift or pursuant to domestic relations orders to Participant's Immediate Family (as defined below), provided that any such permitted transferees may not transfer NQSOs to parties other than Participant or Participant's Immediate Family (transfers between a Participant's Immediate Family and between a Participant's Immediate Family and Participant are permitted). For the sake of clarification, multiple transfers of NQSOs may be made, by gift or pursuant to domestic relations orders, back and forth between Immediate Family and a Participant pursuant to this section. "**Immediate Family**" means any child, stepchild, grandchild, parent, stepparent, grandparent, spouse, former spouse, domestic partner sharing the same household, sibling, niece, nephew, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law (including adoptive relationships), a trust in which these persons have more than fifty percent (50%) of the beneficial interest, a foundation in which these persons (or Participant) control the management of assets, and any other entity in which these persons (or Participant) own more than fifty percent (50%) of the voting interests. The Committee will allow Participant to transfer this Option only if both Participant and the transferee(s) execute the forms prescribed by the Committee, which include the consent of the transferee(s) to be bound by the Notice, this Agreement and the Plan. The terms of the Notice, this Agreement and the Plan shall be binding upon the executors, administrators, heirs, successors and assigns of Participant.

7. Tax Consequences. Participant acknowledges that there may be tax consequences related to the Option and/or disposition of the Shares, if any, received in connection therewith, and Participant should consult a tax adviser regarding Participant's tax obligations prior to exercise of the Option or disposition of the Shares in the jurisdiction where Participant is subject to tax.

(a) **Responsibility for Taxes.** Participant acknowledges that, to the extent permitted by applicable law, regardless of any action taken by the Company or a Parent, Subsidiary or Affiliate employing or retaining the Participant (as applicable, the "**Employer**"), the ultimate liability for all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax related items related to Participant's participation in the Plan and legally applicable to Participant ("**Tax-Related Items**") is and remains Participant's responsibility and may exceed the amount actually withheld by the Company or the Employer, if any. Participant further acknowledges that the Company and/or the Employer (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of

the Option, including, but not limited to, the grant, vesting in or exercise of the Option, the subsequent sale of Shares acquired pursuant to such exercise and the receipt of any dividends; and (ii) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the Option to reduce or eliminate Participant's liability for Tax-Related Items or achieve any particular tax result. Further, if Participant is subject to Tax-Related Items in more than one jurisdiction, Participant acknowledges that the Company and/or the Employer (or former Employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction. *PARTICIPANT SHOULD CONSULT A TAX ADVISER APPROPRIATELY QUALIFIED IN EACH OF THE JURISDICTIONS, INCLUDING THE COUNTRY OR COUNTRIES IN WHICH PARTICIPANT RESIDES OR IS SUBJECT TO TAXATION, BEFORE EXERCISING THE OPTION OR DISPOSING OF THE SHARES.*

(b) Withholding. Prior to the relevant taxable or tax withholding event, as applicable, to the extent permitted by applicable law, Participant agrees to make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all Tax-Related Items. In this regard, Participant authorizes the Company and/or the Employer, or their respective agents, at their discretion, to satisfy any withholding obligations for Tax-Related Items by one or a combination of the following:

- i. withholding from Participant's wages or other cash compensation paid to Participant by the Company and/or the Employer;
- ii. withholding Shares to be issued upon exercise of the Option, provided the Company only withholds the number of Shares necessary to satisfy no more than the maximum statutory withholding amounts;
- iii. withholding from proceeds of the sale of Shares acquired at exercise of the Option either through a voluntary sale or through a mandatory sale arranged by the Company (on Participant's behalf pursuant to this authorization) without further consent;
- iv. Participant's payment of a cash amount (including by check representing readily available funds or a wire transfer); or
- v. any other arrangement approved by the Committee and permitted under applicable law;

all under such rules as may be established by the Committee and in compliance with the Company's Insider Trading Policy, if applicable; provided however, that if Participant is a Section 16 officer of the Company under the Exchange Act, then prior to the Tax-Related Items withholding event the Committee (as constituted in accordance with Rule 16b-3 under the Exchange Act) shall establish the method of withholding from alternatives (i)-(v) above.

Depending on the withholding method, the Company may withhold or account for Tax-Related Items by considering applicable statutory withholding rates or other applicable withholding rates, including up to the maximum permissible statutory rate for Participant's tax jurisdiction(s). In the event of over-withholding, Participant will have no entitlement to the equivalent amount in Shares and may receive a refund of any over-withheld amount in cash (in accordance with applicable law. In the event of under-withholding, Participant may be required to pay any additional Tax-Related Items directly to the applicable tax authority or to Company and/or Employer. If the obligation for Tax-Related Items is satisfied by withholding in Shares, for tax purposes, Participant is deemed to have been issued the full number of Exercised Shares, notwithstanding that a number of the Shares are held back solely for the purpose of satisfying the withholding obligation for Tax-Related Items.

Finally, Participant agrees to pay to the Company or the Employer any amount of Tax-Related Items that the Company or the Employer may be required to withhold or account for as a result of Participant's participation in the Plan that cannot be satisfied by the means previously described. The Company may refuse to issue or deliver the Shares or the proceeds of the sale of Shares, if Participant fails to comply with Participant's obligations in connection with the Tax-Related Items.

(c) Notice of Disqualifying Disposition of ISO Shares. If Participant is subject to Tax-Related Items in the United States and sells or otherwise disposes of any of the Shares acquired pursuant to an ISO on or before the later of (i) two years after the grant date, or (ii) one year after the exercise date, Participant shall immediately notify the Company in writing of such disposition. Participant agrees that he or she may be subject to income tax withholding by the Company on the compensation income recognized from such early disposition of ISO Shares by payment in cash or out of any wages or other cash compensation paid to Participant by the Company and/or the Employer or any Parent, Subsidiary or Affiliate.

8. Appendix. Notwithstanding any provisions in this Agreement, the Option will be subject to (a) the Vesting Appendix and (b) any special terms and conditions for Participant's country, as set forth in the Appendix, which constitutes part of this Agreement. Moreover, if Participant relocates to another country, the additional terms and conditions for such country will apply to Participant, to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons.

9. Compliance with Laws and Regulations; Legends. The issuance of Shares and any restriction on the sale of Shares will be subject to and conditioned upon compliance by the Company and Participant with all applicable state, federal and foreign laws and regulations and with all applicable requirements of any stock exchange or automated quotation system on which the Company's Shares may be listed or quoted at the time of such issuance or transfer. The inability of the Company to obtain from any regulatory body having jurisdiction the authority, if any, deemed by the Company's legal counsel to be necessary to the lawful issuance and sale of any Shares shall relieve the Company of any liability in respect of the failure to issue or sell such shares as to which such requisite authority shall not have been obtained. As a condition to the issuance of any Shares pursuant to this Option, the Company may require Participant to satisfy any qualifications that may be necessary or appropriate, to evidence compliance with any applicable law or regulation and to make any representation or warranty with respect thereto as may be requested by the Company. Participant understands that the Company is under no obligation to register or qualify the Shares with any state, federal or foreign securities commission or to seek approval or clearance from any governmental authority for the issuance or sale of the Shares. Further, Participant agrees that the Company shall have unilateral authority to amend the Plan and this Agreement without Participant's consent to the extent necessary to comply with securities or other laws applicable to issuance of Shares. Finally, the Shares issued pursuant to this Agreement shall be endorsed with appropriate legends, if any, determined by the Company.

10. Plan Discretionary; Extraordinary Compensation. In accepting the Option, Participant acknowledges, understands and agrees that:

(a) the Plan is established voluntarily by the Company, it is discretionary in nature, and may be modified, amended, suspended or terminated by the Company at any time, to the extent permitted by the Plan;

(b) the grant of the Option is exceptional, voluntary and occasional and does not create any contractual or other right to receive future grants of Options or other equity

awards, or benefits in lieu thereof, even if Options or other equity awards have been granted in the past;

(c) all decisions with respect to future Option or other equity awards, if any, will be at the sole discretion of the Company;

(d) the Option grant and Participant's participation in the Plan shall not create a right to employment or service or be interpreted as forming or amending an employment or service contract with the Company, the Employer or any Parent, Subsidiary or Affiliate, and shall not interfere with the ability of the Company, the Employer or any Parent, Subsidiary or Affiliate, as applicable, to terminate Participant's Service (if any);

(e) the Option is granted as an incentive for future services and in no event should be considered as compensation for, or relating in any way to, past services for the Company, the Employer, a Parent, Subsidiary or Affiliate;

(f) Participant is voluntarily participating in the Plan;

(g) the Option and any Shares acquired under the Plan, and income and value of same, are not intended to replace any pension rights or compensation;

(h) the Option and any Shares acquired under the Plan and the income from and value of same, are not part of normal or expected compensation for any purpose, including but not limited to, for purposes of calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, holiday pay, long-service awards, leave-related pay, pension or retirement or welfare benefits or similar mandatory payments;

(i) unless otherwise agreed with the Company in writing, the Option and any Shares acquired under the Plan, and the income and value of same, are not granted as consideration for, or in connection with, any Service Participant provides as a director of the Company, its Parent, Subsidiary or Affiliate;

(j) the future value of the Shares underlying the Option is unknown, indeterminable, and cannot be predicted with certainty;

(k) if the underlying Shares do not increase in value, the Option will have no value;

(l) if Participant exercises the Option and acquires Shares, the value of such Shares may increase or decrease in value, even below the Exercise Price;

(m) no claim or entitlement to compensation or damages shall arise from forfeiture of the Option resulting from Participant's termination of Service (for any reason whatsoever, whether or not later found to be invalid or in breach of employment laws in the jurisdiction where Participant is employed or retained or the terms of Participant's employment or service agreement, if any);

(n) unless otherwise provided in the Plan or by the Company in its discretion, the Option and the benefits evidenced by this Agreement do not create any entitlement to have the Option or any such benefits transferred to, or assumed by, another company nor to be exchanged, cashed out or substituted for, in connection with any Corporate Transaction affecting the Shares; and

(o) neither the Company, the Employer nor any Parent, Subsidiary or Affiliate shall be liable for any foreign exchange rate fluctuation between Participant's local currency and the United States Dollar that may affect the value of the Option or of any amounts due to Participant pursuant to the exercise of the Option or the subsequent sale of any Shares acquired upon exercise.

11. Data Privacy.

(a) **Data Privacy Consent.** *By electing to participate in the Plan via the Company's online acceptance procedure, Participant is declaring that Participant agrees with the data processing practices described herein and consent to the collection, processing and use of Personal Data (as defined below) by the Company and the transfer of Personal Data to the recipients mentioned herein, including recipients located in countries which do not adduce an adequate level of protection from a European (or other) data protection law perspective, for the purposes described herein.*

(b) **Declaration of Consent.** *Participant understands that Participant needs to review the following information about the processing of Participant's personal data by or on behalf of the Company, the Employer and/or any Parent, Subsidiary or Affiliate as described in this Agreement and any other Plan materials (the "Personal Data") and declare Participant's consent. As regards the processing of Participant's Personal Data in connection with the Plan and this Agreement, Participant understands that the Company is the controller of Participant's Personal Data.*

(c) **Data Processing and Legal Basis.** *The Company collects, uses and otherwise processes Personal Data about Participant for the purposes of allocating Shares and implementing, administering and managing the Plan. Participant understands that this Personal Data may include, without limitation, Participant's name, home address and telephone number, email address, date of birth, social insurance number, passport number or other identification number (e.g., resident registration number), salary, nationality, job title, any shares of stock or directorships held in the Company, details of all Options or any other entitlement to shares of stock or equivalent benefits awarded, canceled, exercised, vested, unvested or outstanding in Participant's favor. The legal basis for the processing of Participant's Personal Data, where required, will be Participant's consent.*

(d) **Stock Plan Administration Service Providers.** *Participant understands that the Company may transfer Participant's Personal Data, or parts thereof, to an independent service provider based in the United States to assist the Company with the implementation, administration and management of the Plan. Participant understands and acknowledges that the Company's service provider will open an account for Participant to receive and trade Shares acquired under the Plan and that Participant will be asked to agree on separate terms and data processing practices with the service provider, which is a condition of Participant's ability to participate in the Plan.*

(e) **International Data Transfers.** *Participant understands that the Company and, as of the date hereof, any third parties assisting in the implementation, administration and management of the Plan are based in the United States. Participant understands and acknowledges that Participant's country may have enacted data privacy laws that are different from the laws of the United States. For example, the European Commission has issued only a limited adequacy finding with respect to the United States that applies solely if and to the extent that companies self-certify and remain self-certified under the EU/U.S. Privacy Shield program. The Company does not currently participate in the EU/U.S. Privacy Shield Program. The Company's legal basis for the transfer of Participant's Personal Data is Participant's consent.*

(f) **Data Retention.** Participant understands that the Company will use Participant's Personal Data only as long as is necessary to implement, administer and manage Participant's participation in the Plan, or to comply with legal or regulatory obligations, including under tax and securities laws. In the latter case, Participant understands and acknowledges that the Company's legal basis for the processing of Participant's Personal Data would be compliance with the relevant laws or regulations. When the Company no longer needs Participant's Personal Data for any of the above purposes, Participant understands the Company will remove it from its systems.

(g) **Voluntariness and Consequences of Denial/Withdrawal of Consent.** Participant understands that Participant's participation in the Plan and Participant's consent is purely voluntary. Participant may deny or later withdraw Participant's consent at any time, with future effect and for any or no reason. If Participant denies or later withdraws Participant's consent, the Company can no longer offer Participant participation in the Plan or offer other equity awards to Participant or administer or maintain such awards and Participant would no longer be able to participate in the Plan. Participant further understands that denial or withdrawal of Participant's consent would not affect Participant's status or salary as an employee or Participant's career and that Participant would merely forfeit the opportunities associated with the Plan.

(h) **Data Subject Rights.** Participant understands that data subject rights regarding the processing of Personal Data vary depending on the applicable law and that, depending on where Participant is based and subject to the conditions set out in the applicable law, Participant may have, without limitation, the rights to (i) inquire whether and what kind of Personal Data the Company holds about Participant and how it is processed, and to access or request copies of such Personal Data, (ii) request the correction or supplementation of Personal Data about Participant that is inaccurate, incomplete or out-of-date in light of the purposes underlying the processing, (iii) obtain the erasure of Personal Data no longer necessary for the purposes underlying the processing, processed based on withdrawn consent, processed for legitimate interests that, in the context of Participant's objection, do not prove to be compelling, or processed in non-compliance with applicable legal requirements, (iv) request the Company to restrict the processing of Participant's Personal Data in certain situations where Participant feels its processing is inappropriate, (v) object, in certain circumstances, to the processing of Personal Data for legitimate interests, and to (vi) request portability of Participant Personal Data that Participant has actively or passively provided to the Company (which does not include data derived or inferred from the collected data), where the processing of such Personal Data is based on consent or Participant's employment and is carried out by automated means. In case of concerns, Participant understands that Participant may also have the right to lodge a complaint with the competent local data protection authority. Further, to receive clarification of, or to exercise any of, Participant's rights, Participant understands that Participant should contact Participant's local human resources representative.

(i) **Alternate Basis and Additional Consents.** Finally, Participant understands that the Company may rely on a different basis for the collection, processing or transfer of Personal Data in the future and/or request that Participant provide another data privacy consent. If applicable, Participant agrees that upon request of the Company or the Employer, Participant will provide an executed acknowledgement or data privacy consent form (or any other agreements or consents) that the Company and/or the Employer may deem necessary to obtain from Participant for the purpose of administering Participant's participation in the Plan in compliance with the data privacy laws in Participant's country, either now or in the future. Participant understands and agrees that Participant will not be able to participate in the Plan if Participant fails to provide any such consent or agreement requested by the Company and/or the Employer.

12. Insider Trading Restrictions/Market Abuse Laws. By participating in the Plan, Participant agrees to comply with the Company's Insider Trading Policy (to the extent applicable to Participant). Depending on Participant's country or the Company's designated broker's country or the country where the Shares are listed, Participant may be subject to insider trading restrictions and/or market abuse laws, which may affect Participant's ability to accept, acquire, sell, attempt to sell or otherwise dispose of Shares, rights to Shares (e.g., the Option) or rights linked to the value of Shares during such times as Participant is considered to have "inside information" regarding the Company (as defined by the laws or regulations in the applicable jurisdiction). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders Participant placed before possessing inside information. Furthermore, Participant could be prohibited from (a) disclosing the inside information to any third party, which may include Participant's fellow employees or service providers and (b) "tipping" third parties or causing them otherwise to buy or sell securities. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under the Company's Insider Trading Policy. Participant is responsible for ensuring compliance with any applicable restrictions and should consult Participant's personal legal advisor on this matter.

13. Foreign Asset/Account or Tax Reporting; Exchange Controls. Participant's country may have certain foreign asset/account or tax reporting requirements and/or exchange controls that may affect Participant's ability to acquire or hold the Option or Shares under the Plan or cash received from participating in the Plan (including from any dividends received or sale proceeds arising from the sale of Shares) in a brokerage or bank account outside Participant's country. Participant may be required to report such accounts, assets, or transactions to the tax or other authorities in Participant's country. Participant may also be required to repatriate sale proceeds or other funds received as a result of Participant's participation in the Plan to Participant's country through a Company designated broker or bank and/or within a certain time after receipt. Participant acknowledges that it is Participant's responsibility to be compliant with such regulations and Participant understands and agrees that Participant should consult Participant's personal legal and tax advisors for any details.

14. Adjustment. In the event of a stock split, a stock dividend or a similar change in Company stock, the number of Shares covered by the Option and the Exercise Price per Share may be adjusted pursuant to the Plan.

15. No Rights as Employee, Director or Consultant. Nothing in this Agreement shall affect in any manner whatsoever the right or power of the Company, or a Parent, Subsidiary or Affiliate, to terminate Participant's Service, for any reason, with or without Cause.

16. Award Subject to Company Clawback or Recoupment. The Option, including the Shares underlying the Option, shall be subject to clawback or recoupment pursuant to any compensation clawback or recoupment policy adopted by the Board or required by law during the term of Participant's Service that is applicable to Participant. In addition to any other remedies available under such policy, applicable law may require the cancellation of Participant's Option (whether vested or unvested) and the recoupment of any gains realized with respect to Participant's Option and the Shares underlying the Option.

17. No Advice Regarding Grant. The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding Participant's grant, vesting or exercise of the Option, participation in the Plan or acquisition or sale of the Shares underlying the Option. Participant acknowledges, understands and agrees that Participant should consult with Participant's own personal tax, legal and financial advisors regarding Participant's grant, vesting in or exercise of the Option, participation in the Plan or acquisition or sale of the Shares underlying the Option before taking any action related thereto.

18. Consent to Electronic Delivery of All Plan Documents and Disclosures. By acceptance of the Notice (whether in writing, electronically or otherwise), Participant agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company and consents to the electronic delivery of the Notice, the Appendix, this Agreement, the Plan, account statements, Plan prospectuses required by the U.S. Securities and Exchange Commission, U.S. financial reports of the Company, and all other documents that the Company is required to deliver to its security holders (including, without limitation, annual reports and proxy statements) or other communications or information related to the Option and current or future participation in the Plan. Electronic delivery may include the delivery of a link to a Company intranet or the internet site of a third party involved in administering the Plan, the delivery of the document via e-mail or such other delivery determined at the Company's discretion. Participant acknowledges that Participant may receive from the Company a paper copy of any documents delivered electronically at no cost if Participant contacts the Company by telephone, through a postal service or electronic mail to the Company at Attn: Stock Plan Administration at the Company, 6000 Shoreline Court, Suite 300, San Francisco, California 94080, Email: stockadmin@veracyte.com, Telephone (650) 243-6300. Participant further acknowledges that Participant will be provided with a paper copy of any documents delivered electronically if electronic delivery fails; similarly, Participant understands that Participant must provide on request to the Company or any designated third party a paper copy of any documents delivered electronically if electronic delivery fails. Also, Participant understands that Participant's consent may be revoked or changed, including any change in the electronic mail address to which documents are delivered (if Participant has provided an electronic mail address), at any time by notifying the Company of such revised or revoked consent by telephone, postal service or electronic mail to the Company at Attn: Stock Plan Administration at the Company, 6000 Shoreline Court, Suite 300, San Francisco, California 94080, Email: stockadmin@veracyte.com, Telephone (650) 243-6300. Participant agrees to notify the Company upon any change in Participant's residence address indicated in the Notice or any electronic mail address provided.

19. Language. Participant acknowledges that Participant is sufficiently proficient in the English language, or has consulted with an advisor who is sufficiently proficient in the English language, so as to allow Participant to understand the terms and conditions of this Agreement, the Notice and the Plan. Further, if Participant has received this Agreement, the Notice or the Plan, or any other document related thereto, translated into a language other than the English language, and if the meaning of the translated version is different than the English language version, the English language version will control.

20. Imposition of Other Requirements. The Company reserves the right to impose other requirements on Participant's participation in the Plan, on the Option and on any Shares acquired upon exercise of the Option, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

21. Acknowledgements. The Company and Participant agree that the Option is granted under and governed by the Notice, the Plan and this Agreement, which incorporates the Plan and the Notice by reference. Participant acknowledges having received copies of and carefully read the Plan, the Plan prospectus, the Notice and this Agreement, and confirms Participant fully understands all provisions of such documents. Participant has had an opportunity to obtain the advice of counsel prior to executing the Notice, and hereby accepts the Option subject to all of the terms and conditions set forth in the Notice, this Agreement and the Plan.

22. Severability. If one or more provisions of the Notice or this Agreement are held to be unenforceable under applicable law, then such provision will be enforced to the maximum

extent possible given the intent of the parties hereto. If such clause or provision cannot be so enforced, then (i) such provision shall be excluded from the Notice or this Agreement, as applicable, (ii) the balance of the Notice and this Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of the Notice and this Agreement shall be enforceable in accordance with their terms.

23. Governing Law and Venue. The Notice and this Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of California, without giving effect to principles of conflicts of law. Any and all disputes relating to, concerning or arising from this Agreement, or relating to, concerning or arising from the relationship between the parties evidenced by the Plan or this Agreement, will be brought and heard exclusively in the United States District Court for the Northern District of California or, if such court does not have subject matter jurisdiction, the courts of the State of California sitting in the County of San Francisco, and any appellate courts thereof. Each of the parties hereby represents and agrees that such party is subject to the personal jurisdiction of said courts; hereby irrevocably consents to the jurisdiction of such courts in any legal or equitable proceedings related to, concerning or arising from such dispute, and waives, to the fullest extent permitted by law, any objection which such party may now or hereafter have that the laying of the venue of any legal or equitable proceedings related to, concerning or arising from such dispute which is brought in such courts is improper or that such proceedings have been brought in an inconvenient forum.

24. Entire Agreement; Enforcement of Rights. The Notice, this Agreement (including the Appendix) and the Plan constitute the entire agreement and understanding of the parties relating to the subject matter herein and supersede all prior discussions between them. Any prior agreements, commitments or negotiations concerning the purchase of the Shares hereunder are superseded. No adverse modification of or adverse amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing and signed by the parties to this Agreement (which writing and signing may be electronic). The failure by either party to enforce any rights under this Agreement shall not be construed as a waiver of any rights of such party.

BY ACCEPTING THE OPTION, PARTICIPANT AGREES TO ALL OF THE TERMS AND CONDITIONS DESCRIBED ABOVE AND IN THE PLAN.

**Appendix to the
Global Performance Stock Option Award Agreement
Veracyte, Inc. 2023 Equity Incentive Plan
Country-Specific Provisions**

Capitalized terms, unless explicitly defined in this Appendix, shall have the meanings given to them in the Notice, the Agreement or the Plan.

Terms and Conditions

This Appendix includes additional terms and conditions that govern the Option granted to you under the Plan if you reside and/or work in one of the countries listed below. If you are a citizen or resident (or are considered as such for local law purposes) of a country other than the country in which you are currently residing and/or working, or if you transfer employment and/or residency between countries after the Date of Grant, the Company will, in its discretion, determine to what extent the special terms and conditions contained herein shall be applicable to you.

Notifications

This Appendix also includes information regarding securities, exchange control, foreign asset/account reporting and certain other issues of which you should be aware with respect to your participation in the Plan. The information is based on the securities, exchange control, foreign asset/account reporting and other laws in effect in the respective countries as of June 2020. Such laws are often complex and change frequently. As a result, the Company strongly recommends that you not rely on the information in this Appendix as the only source of information relating to the consequences of your participation in the Plan because the information may be out of date at the time that you exercise the Option or you sell Shares acquired under the Plan.

In addition, the information contained herein is general in nature and may not apply to your particular situation, and the Company is not in a position to assure you of any particular result. Accordingly, you should seek appropriate professional advice as to how the relevant laws in your country may apply to your individual situation.

The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding your participation in the Plan, or your acquisition or sale of the underlying Shares. You should consult with your own personal tax, legal and financial advisors regarding your participation in the Plan before taking any action related to the Plan.

Finally, if you are a citizen or resident (or are considered as such for local tax purposes) of a country other than the one in which you are currently residing and/or working, or if you transfer employment and/or residency after the Date of Grant, the information contained herein may not be applicable to you in the same manner.

FRANCE

Tax Information

The Options are not intended to be French tax-qualified awards.

Exchange Control Information

The Participant must declare to the customs and excise authorities any cash and securities the Participant imports or exports without the use of a financial institution when the value of such cash or securities exceeds a certain amount. The Participant should consult with the Participant's professional advisor. In addition, if the Participant is a French resident, the Participant may hold stock outside France provided the Participant declares all foreign bank and brokerage accounts on an annual basis (including the accounts that were open and those that were closed during the tax year) on a specific form in the Participant's income tax return.

Securities Law

This offer does not require a prospectus to be submitted for approval to the Autorité des marchés financiers ("**AMF**"). The Participant may take part in the offer solely for his or her own account and any financial instruments thus acquired cannot be distributed directly or indirectly to the public otherwise than in accordance with Articles L. 411-1, L. 411-2, L. 412-1 and L. 621-8 to L. 621-8-3 of the French Monetary and Financial Code. The information provided to the Participant in this Agreement, the Plan or other documents supplied to the Participant in connection with the offer to the Participant of the Options is provided as factual information only and as such is not intended to induce the Participant to accept to enter into this Agreement. Any such information does not give or purport to give any indication of the likely future financial success or performance of the Company and historical financial information gives no indication of future financial performance. The Options are not intended to qualify for the favorable tax and social security treatment in France applicable to options granted under Sections L. 225-177 to L. 225-186-1 of the French Commercial Code. Should the Participant be in any doubt as to the contents of the offer of this Option award or what course of action to take in relation to the offer, the Participant is recommended to immediately seek his or her own personal financial advice from his or her stockbroker, bank manager, solicitor, accountant or other independent financial advisor duly authorized by the competent authorities or bodies.

Data Protection

The Company and the Participant's Employer will hold, collect and otherwise process certain data as set out in the Employer's Employee Privacy Policy which has been or will be provided to the Participant separately. All personal data will be treated in accordance with applicable data protection laws and regulations.

French Language Provision

By signing and returning this Agreement, the Participant confirms having read and understood the documents relating to the Plan and the Agreement which were provided to the Participant in English language. The Participant accepts the terms of those documents accordingly.

En signant et renvoyant ce Contrat vous confirmez ainsi avoir lu et compris les documents relatifs au Plan qui vous ont été communiqués en langue anglaise. Vous en acceptez les termes en connaissance de cause.

GERMANY

Tax Indemnity

The Participant agrees to indemnify and keep indemnified the Company, any Subsidiary and his/her employing company (the "**Employer**"), if different, from and against any liability for or obligation to pay any Tax Liability (a "**Tax Liability**" being any liability for income tax,

withholding tax and any other employment related taxes in any jurisdiction, including but not limited to wage tax, solidarity surcharge, church tax or social security contributions) that is attributable to: (1) the grant or exercise of, or any benefit derived by the Participant from, the Option or the Shares which are the subject of the Option, (2) the transfer or issue of Shares to the Participant on exercise of the Option or any other benefit on exercise of the Option, or (3) the disposal of any Shares.

Exchange Control Information

Cross-border payments in excess of €12,500 must be reported monthly to the German Federal Bank. If the Participant uses a German bank to transfer a cross-border payment in excess of €12,500 in connection with the sale of Shares acquired under the Plan, the bank will make the report for the Participant. In addition, the Participant must report any receivables, payables, or debts in foreign currency exceeding an amount of €5,000,000 on a monthly basis. Finally, the Participant must report on an annual basis if the Participant holds Shares that exceed 10% of the total voting capital of the Company.

Data Protection

The Company and the Participant's Employer will hold, collect and otherwise process certain data as set out in the Employer's Employee Privacy Policy which will be provided to the Participant separately. All personal data will be treated in accordance with applicable data protection laws and regulations.

ISRAEL

Data Protection

Nothing in the Notice of Stock Option Grant, Stock Option Agreement or Plan limits the obligations under the Privacy Protection Act, 5741-1981 ("**PPA**") Chapter B.

The Participant acknowledges that the Company and its Subsidiaries may make the Data available to public authorities where required under locally applicable law.

SPAIN

Tax Withholding

The Participant agrees to indemnify and keep indemnified the Company, any Subsidiary and his/her employing company (the "**Employer**"), if different, from and against any liability for or obligation to pay any Tax Liability (a "**Tax Liability**" being any liability for income tax, withholding tax and any other employment related taxes in any jurisdiction, including but not limited to wage tax, solidarity surcharge or social security contributions) that is attributable to (1) the grant or exercise of, or any benefit derived by the Participant from, the Option or the Shares which are the subject of the Option, (2) the transfer or issue of Shares to the Participant on exercise of the Option or any other benefit on exercise of the Option, or (3) the disposal of any Shares.

The Options cannot be exercised until the Participant has made such arrangements as the Company may require for the satisfaction of any Tax Liability that may arise in connection with the exercise of the Options and/or the acquisition of the Shares by the Participant. The Company shall not be required to issue, allot or transfer Shares until the Participant has satisfied this obligation.

Whenever the Options are exercised and Shares are issued or transferred to the Participant, the Company shall notify the Participant of the amount of tax, if any, which must be withheld by the Company, any Subsidiary or the Employer, if different, under all applicable tax laws. At the discretion of the Company, the Options cannot be exercised until the Participant enters into an election with the Company, to either (a) remit a cash payment of the required amount to the Company, a Subsidiary or the Employer, as applicable; or (b) authorize the deduction of such amount from the Participant's compensation (including, for the avoidance of doubt, other compensation that may be owed to the Participant by the Company, any Subsidiary or the Employer in connection with the performance of Services or otherwise due). Notwithstanding the prior sentence, with the consent of the administrator of the Plan, if relevant, and subject to any applicable legal conditions or restrictions, the Company or Subsidiary or Employer, as applicable, shall, upon the Participant's request, accept surrender of a whole number of Shares issued hereunder (or other Shares held by the Participant) having a Fair Market Value, determined as of the date the amount of tax to be withheld is to be determined pursuant to any applicable tax laws (the "**Tax Date**"), not in excess of the minimum of tax required to be withheld by law to cover all or a portion of the applicable withholding taxes (with the remainder paid pursuant to the preceding sentence). Request for such surrender shall be made in writing in a form acceptable to the Administrator, if relevant, and shall be subject to the following restrictions: (i) the election must be made on or prior to the applicable Tax Date and (ii) once made, the election shall be irrevocable as to the particular Options for which the election is made. In case the Participant purports to be entitled to any tax reduction or allowance in connection with income derived from the Options, it shall promptly notify such circumstance to the Company, which shall factor, to the extent permitted by the applicable tax laws, the applicability of such reduction or allowance in the assessment of taxes to be withheld, subject in any event to the Participant's compliance with any requirements imposed under applicable tax laws for their applicability (including the submission of tax forms or statements required to be delivered to the Company, a Subsidiary or the Employer, as applicable). Any adverse consequences to the Participant arising in connection with the share withholding procedure set forth herein, or with any representation made by the Participant relevant for the assessment of applicable withholding taxes, shall be the sole responsibility of the Participant.

No Transfer

Neither the Option (nor any right arising thereunder) are transferable and the Participant shall not sell, pledge, assign, hypothecate, transfer or otherwise dispose of the Option (nor any right arising thereunder) in any manner, and the Option shall be cancelled to the extent the Participant purports to so sell, pledge, assign, hypothecate, transfer or otherwise dispose of it.

Exchange Control and Tax Information Obligations

If the Participant acquires Shares issued pursuant to the exercise of the Options, the Participant must declare the acquisition of such securities to the *Spanish Direccion General de Política Comercial y de Inversiones Extranjeras*, by filing the corresponding D-5 form, within the following month to the date of acquisition of the Shares. This declaration is provided to the Ministry of Economy and Competitiveness for statistical purposes only.

In the event that the Shares acquired pursuant to the Plan and this Agreement represent more than 10% of the share capital of the Company and, provided that the net equity of the Company exceeds the statutory threshold, the Participant will have to make an annual declaration to the *Spanish Direccion General de Política Comercial y de Inversiones Extranjeras* about the development of the investment in non-resident entities by filing the corresponding D-8 form, within the first nine months of each calendar year.

In addition, in case the value of the assets held by the Participant in non-resident companies, including the Shares of the Company or the balance of transactions with non-resident companies, including the Company, exceeds the statutory threshold, the Participant must also periodically file a declaration of foreign transactions with the Statistics Department of the Bank of Spain. The periodicity of such filings will be determined by the amount of the transactions or balances held with non-resident entities.

Participants should consult their own tax advisors in relation to the tax implications derived from the award, holding or disposal of Options or Shares, and of their potential relocation to any other jurisdiction. The Company does not assume any responsibility therefor. The holding of certain rights or assets located overseas may be required to be reported on an annual basis by means of filing an information tax form (currently tax form number 720) and may be subject to Net Wealth Tax (*Impuesto sobre el Patrimonio*).

Data Privacy

The Company and the Participant's Employer will hold, collect and otherwise process certain data as set out in the Employer's Employee Privacy Policy which will be provided to the Participant separately. All personal data will be treated in accordance with applicable data protection laws and regulations.

UNITED KINGDOM

Employee Share Scheme

The Agreement forms the rules of the employee share scheme applicable to the United Kingdom based Participants of the Company and any Subsidiaries. Only employees of the Company or any Subsidiary of the Company are eligible to be granted Options or be issued Shares under the Agreement. Other service providers (including Consultants or Outside Directors) who are not employees are not eligible to receive Options under the Agreement in the United Kingdom. Accordingly, all references in the Agreement to the Participant's service or termination of Service shall be interpreted as references to the Participant's employment or termination of employment.

Special Tax Consequences

The Participant agrees to indemnify and keep indemnified the Company, any Subsidiary and his/her employing company (the "**Employer**"), if different, from and against any liability for or obligation to pay any Tax Liability (a "**Tax Liability**" being any liability for income tax, withholding tax and any other employment related taxes, employee's National Insurance contributions or employer's National Insurance contributions or equivalent social security contributions in any jurisdiction) that is attributable to: (1) the grant or exercise of, or any benefit derived by the Participant from, the Option or the Shares which are the subject of the Option, (2) the transfer or issue of Shares to the Participant on exercise of the Option or any other benefit on exercise of the Option, or (3) the disposal of any Shares.

The Options cannot be exercised until the Participant has made such arrangements as the Company may require for the satisfaction of any Tax Liability that may arise in connection with the exercise of the Options and/or the acquisition of the Shares by the Participant. The Company shall not be required to issue, allot or transfer Shares until the Participant has satisfied this obligation.

At the discretion of the Company, the Options cannot be exercised until the Participant has entered into an election with the Company (or his/her employer) (as appropriate) in a form

approved by the Company and Her Majesty's Revenue & Customs (a "**Joint Election**") under which any liability of the Company and/or the employer for employer's National Insurance contributions arising in respect of the granting, vesting, exercise of or other dealing in the Options, or the acquisition of Shares on exercise of the Options, is transferred to and met by the Participant.

The Participant undertakes that, upon request by the Company, he/she will join with his/her Employer in electing, pursuant to Section 431(1) of the Income Tax (Earnings and Pensions) Act 2003 ("**ITEPA**") that, for relevant tax purposes, the market value of the Shares acquired on any occasion will be calculated as if the shares were not restricted and Sections 425 to 430 (inclusive) of ITEPA are not to apply to such shares.

The Participant agrees that if the Participant does not pay or the Participant's Employer or the Company does not withhold from the Participant the full amount of all taxes applicable to the taxable income of the Participant resulting from the grant of the Options, the exercise of the Options, or the issuance of Shares (the "**UK Tax-Related Items**") that the Participant owes due to the exercise of the Options, or the release or assignment of the Options for consideration, or the receipt of any other benefit in connection with the Options (the "**Taxable Event**") within 90 days after the Taxable Event, or such other period specified in Section 222(1)(c) of the U.K. Income Tax (Earnings and Pensions) Act 2003, then the amount that should have been withheld shall constitute a loan owed by the Participant to the Employer, effective 90 days after the Taxable Event. The Participant agrees that the loan will bear interest at HMRC's official rate and will be immediately due and repayable by the Participant, and the Company and/or the Employer may recover it at any time thereafter by withholding the funds from salary, bonus or any other funds due to the Participant by the Employer, by withholding in Shares issued upon exercise of the Options or from the cash proceeds from the sale of Shares or by demanding cash or a cheque from the Participant. The Participant also authorizes the Company to delay the issuance of any Shares to the Participant unless and until the loan is repaid in full.

Notwithstanding the foregoing, if the Participant is an officer or executive director (as within the meaning of Section 13(k) of the U.S. Securities and Exchange Act of 1934, as amended), the terms of the immediately foregoing provision will not apply. In the event that the Participant is an officer or executive director and the UK Tax-Related Items are not collected from or paid by the Participant within 90 days of the Taxable Event, the amount of any uncollected UK Tax-Related Items may constitute a benefit to Participant on which additional income tax and National Insurance contributions may be payable. The Participant acknowledges that the Company or the Employer may recover any such additional income tax and national insurance contributions at any time thereafter.

Data Protection

The Company and the Participant's Employer will hold, collect and otherwise process certain data as set out in the Employer's Employee Privacy Policy which will be provided to the Participant separately. All personal data will be treated in accordance with applicable data protection laws and regulations.

VERACYTE, INC.
2023 EQUITY INCENTIVE PLAN
NOTICE OF GLOBAL RESTRICTED STOCK UNIT AWARD

Unless otherwise defined in this Notice of Global Restricted Stock Unit Award (this “**Notice**”), any capitalized terms used herein shall have the meaning ascribed to them in the Veracyte, Inc. (the “**Company**”) 2023 Equity Incentive Plan (the “**Plan**”).

The individual named below (the “**Participant**”) has been granted an award of Restricted Stock Units (the “**RSUs**”) for shares of Common Stock of the Company (“**Shares**”) under the Plan, subject to the terms and conditions of the Plan, the attached Global Restricted Stock Unit Award Agreement (the “**Agreement**”, which shall include and incorporate by reference any appendix thereto for Participant’s country (the “**Appendix**”) and this Notice, which incorporates the Plan and the Agreement by reference.

Name:

Address

Vesting Commencement Date

Grant Number:

Date of Grant:

Total Number of Shares:

Expiration Date: [Veracyte to insert expiration date] The RSUs expire earlier if Participant’s Service terminates earlier, as provided in the Agreement.

Vesting Schedule: Subject to the limitations set forth in this Notice, the Agreement and the Plan, the RSUs will vest in accordance with the following schedule; [Veracyte to insert vesting schedule]

[Include, as applicable: Notwithstanding the foregoing and if applicable, this RSU is also subject to Participant’s Change of Control and Severance Agreement to the extent in effect at the time of termination.]

By accepting (whether in writing, electronically or otherwise) the RSUs, Participant understands, acknowledges and agrees to the following:

The RSUs are granted under and governed by the terms and conditions of this Notice, the Agreement and the Plan.

The vesting of the RSUs pursuant to this Notice is subject to Participant's continuing Service. Participant's Service is for an unspecified duration and can be terminated at any time (i.e., is "at-will"), except where otherwise prohibited by applicable law, and that nothing in this Notice, the Agreement or the Plan changes the nature of that relationship. To the extent permitted by applicable law, the Vesting Schedule may change prospectively in the event that Participant's Service status changes (including but not limited to Participant's transition to working on a part-time basis) and/or in the event Participant is on a leave of absence, in accordance with Company policies relating to work schedules and vesting of equity awards or as determined by the Committee and to the extent permitted by applicable law. Notwithstanding the foregoing, except as otherwise required by applicable laws, (a) Participant's Service does not terminate when Participant goes on a military leave, a sick leave or another bona fide leave of absence, if the leave of absence was approved by the Company in writing or if continued crediting of Service is required by the terms of the leave or by applicable law, but Participant's Service does terminate when the approved leave ends, unless Participant immediately return to active work and (b) unless determined otherwise by the Committee, vesting of the RSUs will be suspended during any unpaid leave of absence.

The RSUs are granted by the Company at its sole discretion, and do not entitle Participant to further grant(s) of RSUs or any other award(s) under the Plan or any other plan or program maintained by the Company or any Parent, Subsidiary or Affiliate.

Participant has read this Notice, the Agreement, the Plan and the Company's policy covering transactions in the Company's securities by Employees and/or Directors of the Company (the "**Insider Trading Policy**"), and agrees to comply with any such policy, as it may be amended from time to time, whenever Participant acquires or disposes of the Company's securities.

References to this Notice, the Agreement and the Plan include the electronic representation of each such document established and maintained by the Company or a third party designated by the Company. By accepting the RSUs, Participant consents to the electronic delivery and participation in the Plan as set forth in the Agreement.

VERACYTE, INC.
2023 EQUITY INCENTIVE PLAN
GLOBAL RESTRICTED STOCK UNIT AWARD AGREEMENT

Unless otherwise defined in the Notice of Global Restricted Stock Unit Award (the “**Notice**”) to which this Global Restricted Stock Unit Award Agreement (this “**Agreement**”, which shall include and incorporate by reference any appendix hereto for Participant’s country (the “**Appendix**”)) is attached or this Agreement, any capitalized terms used herein shall have the meaning ascribed to them in the Veracyte, Inc. (the “**Company**”) 2023 Equity Incentive Plan (the “**Plan**”).

1. **Grant of RSUs.** Participant has been granted RSUs subject to the terms, restrictions and conditions of the Notice, this Agreement and the Plan.
2. **Settlement.** The RSUs shall be settled on or as soon as administratively practicable following each applicable date of vesting under the vesting schedule set forth in the Notice (and in no event later than 2 1/2 months following the end of the year in which such vest date occurs). Settlement of RSUs shall be in Shares. No fractional RSUs or rights for fractional Shares shall be created pursuant to this Agreement.
3. **No Stockholder Rights.** Unless and until such time as Shares are issued in settlement of vested RSUs, Participant shall have no ownership of the Shares allocated to the RSUs and shall have no right to dividends or to vote such Shares.
4. **Dividend Equivalents.** Dividends, if any (whether in cash or Shares), shall not be credited to Participant.
5. **Non-Transferability of RSUs.** Except as permitted by the Committee on a case-by-case basis, RSUs may not be sold, assigned, pledged, hypothecated, transferred or otherwise disposed of in any manner other than by will or by the laws of descent or distribution or court order.
6. **Determination and Effect of Termination of Service.** Except as provided in the Notice or as otherwise provided by the Committee, if Participant’s Service terminates for any reason (the effective date of such termination, the “**Termination Date**”), Participant’s right to vest in the RSUs will terminate as of the Termination Date and all unvested RSUs shall be forfeited to the Company forthwith, and all rights of Participant to such RSUs shall immediately terminate without credit for any partial period of Service or by any notice period or period of “garden leave” mandated under employment laws in the jurisdiction where Participant provides Services or pursuant to the terms of Participant’s employment or other service agreement, if any, or payment of any consideration to Participant. Except as provided in the Notice or as provided otherwise by the Committee, Participant’s Service will be deemed terminated as of the date Participant is no longer actively providing Services (regardless of the reason for such termination and notwithstanding any subsequent finding that such termination was invalid or in breach of employment laws in the jurisdiction where Participant provides Services or pursuant to the terms of Participant’s employment or other service agreement, if any). The Committee, in its sole discretion, determines when and whether Participant’s Service terminates for all purposes under this Agreement (including whether Participant may still be considered to be actively providing Services while on a leave of absence).
7. **Tax Consequences.** Participant acknowledges that there may be tax consequences related to the RSUs and/or disposition of the Shares, if any, received in connection therewith, and Participant should consult a tax adviser regarding Participant’s tax obligations prior to such settlement of the RSUs or disposition of the Shares in the jurisdiction where Participant is subject to tax.

(a) Responsibility for Taxes. Participant acknowledges that, to the extent permitted by applicable law, regardless of any action taken by the Company or a Parent, Subsidiary or Affiliate employing or retaining the Participant (as applicable, the “**Employer**”), the ultimate liability for all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax related items related to Participant’s participation in the Plan and legally applicable to Participant (“**Tax-Related Items**”) is and remains Participant’s responsibility and may exceed the amount actually withheld by the Company or the Employer, if any. Participant further acknowledges that the Company and/or the Employer (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the RSUs, including, but not limited to, the grant, vesting or settlement of the RSUs, the subsequent sale of Shares acquired pursuant to such settlement and the receipt of any dividends; and (ii) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the RSUs to reduce or eliminate Participant’s liability for Tax-Related Items or achieve any particular tax result. Further, if Participant is subject to Tax-Related Items in more than one jurisdiction, Participant acknowledges that the Company and/or the Employer (or former Employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction. *PARTICIPANT SHOULD CONSULT A TAX ADVISER APPROPRIATELY QUALIFIED IN EACH OF THE JURISDICTIONS, INCLUDING THE COUNTRY OR COUNTRIES IN WHICH PARTICIPANT RESIDES OR IS SUBJECT TO TAXATION.*

(b) Withholding. Prior to any relevant taxable or tax withholding event, as applicable, to the extent permitted by applicable law, Participant agrees to make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all Tax-Related Items. In this regard, Participant authorizes the Company and/or the Employer, or their respective agents, at their discretion, to satisfy the obligations with regard to all Tax-Related Items by one or a combination of the following:

(i) withholding from Participant’s wages or other cash compensation paid to Participant by the Company and/or the Employer;

(ii) withholding Shares to be issued upon settlement of the RSU, provided the Company only withholds the number of Shares necessary to satisfy no more than the maximum statutory withholding amounts;

(iii) withholding from proceeds of the sale of Shares acquired upon settlement of the RSU either through a voluntary sale or through a mandatory sale arranged by the Company (on Participant’s behalf pursuant to this authorization) without further consent;

(iv) Participant’s payment of a cash amount (including by check representing readily available funds or a wire transfer); or

(v) any other arrangement approved by the Committee and permitted under applicable law;

all under such rules as may be established by the Committee and in compliance with the Company’s Insider Trading Policy, if applicable; provided however, that if Participant is a Section 16 officer of the Company under the Exchange Act, then prior to the Tax-Related Items withholding event the Committee (as constituted in accordance with Rule 16b-3 under the Exchange Act) shall establish the method of withholding from alternatives (i)-(v) above, and unless determined otherwise by the Committee in advance of a Tax-Related Items withholding event, the method of withholding for this RSU will be (ii) above.

Depending on the withholding method, the Company may withhold or account for Tax-Related Items by considering applicable statutory withholding rates or other applicable

withholding rates, including up to the maximum permissible statutory rate for Participant's tax jurisdiction(s). In the event of over-withholding, Participant will have no entitlement to the equivalent amount in Shares and may receive a refund of any over-withheld amount in cash (in accordance with applicable law. In the event of under-withholding, Participant may be required to pay any additional Tax-Related Items directly to the applicable tax authority or to Company and/or Employer. If the obligation for Tax-Related Items is satisfied by withholding in Shares, for tax purposes, Participant is deemed to have been issued the full number of Shares subject to the vested RSUs, notwithstanding that a number of the Shares are held back solely for the purpose of satisfying the withholding obligation for Tax-Related Items.

Finally, Participant agrees to pay to the Company or the Employer any amount of Tax-Related Items that the Company or the Employer may be required to withhold or account for as a result of Participant's participation in the Plan that cannot be satisfied by the means previously described. The Company may refuse to issue or deliver the Shares or the proceeds of the sale of Shares, if Participant fails to comply with Participant's obligations in connection with the Tax-Related Items.

8. Code Section 409A. For purposes of this Agreement, a termination of employment will be determined consistent with the rules relating to a "separation from service" as defined in Section 409A of the Internal Revenue Code and the regulations thereunder ("**Section 409A**"). Notwithstanding anything else provided herein, to the extent any payments provided under this Agreement in connection with Participant's termination of employment constitute deferred compensation subject to Section 409A, and Participant is deemed at the time of such termination of employment to be a "specified employee" under Section 409A, then such payment shall not be made or commence until the earlier of (i) the expiration of the six-month period measured from Participant's separation from service from the Company or (ii) the date of Participant's death following such a separation from service; provided, however, that such deferral shall only be effected to the extent required to avoid adverse tax treatment to Participant including, without limitation, the additional tax for which Participant would otherwise be liable under Section 409A(a)(1)(B) in the absence of such a deferral. To the extent any payment under this Agreement may be classified as a "short-term deferral" within the meaning of Section 409A, such payment shall be deemed a short-term deferral, even if it may also qualify for an exemption from Section 409A under another provision of Section 409A. Payments pursuant to this section are intended to constitute separate payments for purposes of Section 1.409A-2(b)(2) of the Treasury Regulations.

9. Appendix. Notwithstanding any provisions in this Agreement, the RSUs will be subject to any special terms and conditions for Participant's country, as set forth in the Appendix, which constitutes part of this Agreement. Moreover, if Participant relocates to another country, the additional terms and conditions for such country will apply to Participant, to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons.

10. Compliance with Laws and Regulations; Legends. The issuance of Shares and any restriction on the sale of Shares will be subject to and conditioned upon compliance by the Company and Participant with all applicable state, federal and foreign laws and regulations and with all applicable requirements of any stock exchange or automated quotation system on which the Company's Shares may be listed or quoted at the time of such issuance or transfer. The inability of the Company to obtain from any regulatory body having jurisdiction the authority, if any, deemed by the Company's legal counsel to be necessary to the lawful issuance and sale of any Shares shall relieve the Company of any liability in respect of the failure to issue or sell such shares as to which such requisite authority shall not have been obtained. As a condition to the issuance of any Shares pursuant to this RSU, the Company may require Participant to satisfy any qualifications that may be necessary or appropriate, to evidence compliance with any applicable

law or regulation and to make any representation or warranty with respect thereto as may be requested by the Company. Participant understands that the Company is under no obligation to register or qualify the Shares with any state, federal or foreign securities commission or to seek approval or clearance from any governmental authority for the issuance or sale of the Shares. Further, Participant agrees that the Company shall have unilateral authority to amend the Plan and this Agreement without Participant's consent to the extent necessary to comply with securities or other laws applicable to issuance of Shares. Finally, the Shares issued pursuant to this Agreement shall be endorsed with appropriate legends, if any, determined by the Company.

11. Plan Discretionary; Extraordinary Compensation. In accepting the RSUs, Participant acknowledges, understands and agrees that:

(a) the Plan is established voluntarily by the Company, it is discretionary in nature, and may be modified, amended, suspended or terminated by the Company at any time, to the extent permitted by the Plan;

(b) the grant of the RSUs is exceptional, voluntary and occasional and does not create any contractual or other right to receive future grants of RSUs or other equity awards, or benefits in lieu thereof, even if RSUs or other equity awards have been granted in the past;

(c) all decisions with respect to future RSUs or other equity awards, if any, will be at the sole discretion of the Company;

(d) the RSU grant and Participant's participation in the Plan shall not create a right to employment or service or be interpreted as forming or amending an employment or service contract with the Company, the Employer or any Parent, Subsidiary or Affiliate, and shall not interfere with the ability of the Company, the Employer or any Parent, Subsidiary or Affiliate, as applicable, to terminate Participant's Service (if any);

(e) the RSUs are granted as an incentive for future services and in no event should be considered as compensation for, or relating in any way to, past services for the Company, the Employer, a Parent, Subsidiary or Affiliate;

(f) Participant is voluntarily participating in the Plan;

(g) the RSUs and any Shares acquired under the Plan, and income and value of same, are not intended to replace any pension rights or compensation;

(h) the RSUs and any Shares acquired under the Plan and the income from and value of same, are not part of normal or expected compensation for any purpose, including but not limited to, for purposes of calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, holiday pay, long-service awards, leave-related pay, pension or retirement or welfare benefits or similar mandatory payments;

(i) unless otherwise agreed with the Company in writing, the RSUs and any Shares acquired under the Plan, and the income and value of same, are not granted as consideration for, or in connection with, any Service Participant provides as a director of the Company, its Parent, Subsidiary or Affiliate;

(j) the future value of the Shares underlying the RSUs is unknown, indeterminable, and cannot be predicted with certainty;

(k) if the underlying Shares do not increase in value, the RSUs will not increase in value;

(l) Shares received in settlement of the RSUs may increase or decrease in value, even to zero;

(m) no claim or entitlement to compensation or damages shall arise from forfeiture of the RSUs resulting from Participant's termination of Service (for any reason whatsoever, whether or not later found to be invalid or in breach of employment laws in the jurisdiction where Participant is employed or retained or the terms of Participant's employment or service agreement, if any);

(n) unless otherwise provided in the Plan or by the Company in its discretion, the RSUs and the benefits evidenced by this Agreement do not create any entitlement to have the RSUs or any such benefits transferred to, or assumed by, another company nor to be exchanged, cashed out or substituted for, in connection with any Corporate Transaction affecting the Shares; and

(o) neither the Company, the Employer nor any Parent, Subsidiary or Affiliate shall be liable for any foreign exchange rate fluctuation between Participant's local currency and the United States Dollar that may affect the value of the RSUs or of any amounts due to Participant pursuant to the settlement of the RSUs or the subsequent sale of any Shares acquired thereupon.

12. Data Privacy.

(a) **Data Privacy Consent.** *By electing to participate in the Plan via the Company's online acceptance procedure, Participant is declaring that Participant agrees with the data processing practices described herein and consent to the collection, processing and use of Personal Data (as defined below) by the Company and the transfer of Personal Data to the recipients mentioned herein, including recipients located in countries which do not adduce an adequate level of protection from a European (or other) data protection law perspective, for the purposes described herein.*

(b) **Declaration of Consent.** *Participant understands that Participant needs to review the following information about the processing of Participant's personal data by or on behalf of the Company, the Employer and/or any Parent, Subsidiary or Affiliate as described in this Agreement and any other Plan materials (the "Personal Data") and declare Participant's consent. As regards the processing of Participant's Personal Data in connection with the Plan and this Agreement, Participant understands that the Company is the controller of Participant's Personal Data.*

(c) **Data Processing and Legal Basis.** *The Company collects, uses and otherwise processes Personal Data about Participant for the purposes of allocating Shares and implementing, administering and managing the Plan. Participant understands that this Personal Data may include, without limitation, Participant's name, home address and telephone number, email address, date of birth, social insurance number, passport number or other identification number (e.g., resident registration number), salary, nationality, job title, any shares of stock or directorships held in the Company, details of all RSUs or any other entitlement to shares of stock or equivalent benefits awarded, canceled, exercised, vested, unvested or outstanding in Participant's favor. The legal basis for the processing of Participant's Personal Data, where required, will be Participant's consent.*

(d) **Stock Plan Administration Service Providers.** *Participant understands that the Company may transfer Participant's Personal Data, or parts thereof, to an independent service provider based in the United States to assist the Company with the implementation, administration and management of the Plan. Participant understands and acknowledges that the Company's service provider will open an account for Participant to receive and trade*

Shares acquired under the Plan and that Participant will be asked to agree on separate terms and data processing practices with the service provider, which is a condition of Participant's ability to participate in the Plan.

(e) **International Data Transfers.** *Participant understands that the Company and, as of the date hereof, any third parties assisting in the implementation, administration and management of the Plan are based in the United States. Participant understands and acknowledges that Participant's country may have enacted data privacy laws that are different from the laws of the United States. For example, the European Commission has issued only a limited adequacy finding with respect to the United States that applies solely if and to the extent that companies self-certify and remain self-certified under the EU/U.S. Privacy Shield program. The Company does not currently participate in the EU/U.S. Privacy Shield Program. The Company's legal basis for the transfer of Participant's Personal Data is Participant's consent.*

(f) **Data Retention.** *Participant understands that the Company will use Participant's Personal Data only as long as is necessary to implement, administer and manage Participant's participation in the Plan, or to comply with legal or regulatory obligations, including under tax and securities laws. In the latter case, Participant understands and acknowledges that the Company's legal basis for the processing of Participant's Personal Data would be compliance with the relevant laws or regulations. When the Company no longer needs Participant's Personal Data for any of the above purposes, Participant understands the Company will remove it from its systems.*

(g) **Voluntariness and Consequences of Denial/Withdrawal of Consent.** *Participant understands that Participant's participation in the Plan and Participant's consent is purely voluntary. Participant may deny or later withdraw Participant's consent at any time, with future effect and for any or no reason. If Participant denies or later withdraws Participant's consent, the Company can no longer offer Participant participation in the Plan or offer other equity awards to Participant or administer or maintain such awards and Participant would no longer be able to participate in the Plan. Participant further understands that denial or withdrawal of Participant's consent would not affect Participant's status or salary as an employee or Participant's career and that Participant would merely forfeit the opportunities associated with the Plan.*

(h) **Data Subject Rights.** *Participant understands that data subject rights regarding the processing of Personal Data vary depending on the applicable law and that, depending on where Participant is based and subject to the conditions set out in the applicable law, Participant may have, without limitation, the rights to (i) inquire whether and what kind of Personal Data the Company holds about Participant and how it is processed, and to access or request copies of such Personal Data, (ii) request the correction or supplementation of Personal Data about Participant that is inaccurate, incomplete or out-of-date in light of the purposes underlying the processing, (iii) obtain the erasure of Personal Data no longer necessary for the purposes underlying the processing, processed based on withdrawn consent, processed for legitimate interests that, in the context of Participant's objection, do not prove to be compelling, or processed in non-compliance with applicable legal requirements, (iv) request the Company to restrict the processing of Participant's Personal Data in certain situations where Participant feels its processing is inappropriate, (v) object, in certain circumstances, to the processing of Personal Data for legitimate interests, and to (vi) request portability of Participant Personal Data that Participant has actively or passively provided to the Company (which does not include data derived or inferred from the collected data), where the processing of such Personal Data is based on consent or Participant's employment and is carried out by automated means. In case of concerns, Participant understands that Participant may also have the right to lodge a complaint with the competent local data protection authority. Further, to*

receive clarification of, or to exercise any of, Participant's rights, Participant understands that Participant should contact Participant's local human resources representative.

(i) **Alternate Basis and Additional Consents.** *Finally, Participant understands that the Company may rely on a different basis for the collection, processing or transfer of Personal Data in the future and/or request that Participant provide another data privacy consent. If applicable, Participant agrees that upon request of the Company or the Employer, Participant will provide an executed acknowledgement or data privacy consent form (or any other agreements or consents) that the Company and/or the Employer may deem necessary to obtain from Participant for the purpose of administering Participant's participation in the Plan in compliance with the data privacy laws in Participant's country, either now or in the future. Participant understands and agrees that Participant will not be able to participate in the Plan if Participant fails to provide any such consent or agreement requested by the Company and/or the Employer.*

13. Insider Trading Restrictions/Market Abuse Laws. By participating in the Plan, Participant agrees to comply with the Company's Insider Trading Policy (to the extent applicable to Participant). Depending on Participant's country or the Company's designated broker's country or the country where the Shares are listed, Participant may be subject to insider trading restrictions and/or market abuse laws, which may affect Participant's ability to accept, acquire, sell, attempt to sell or otherwise dispose of Shares, rights to Shares (e.g., the RSUs) or rights linked to the value of Shares during such times as Participant is considered to have "inside information" regarding the Company (as defined by the laws or regulations in the applicable jurisdiction). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders Participant placed before possessing inside information. Furthermore, Participant could be prohibited from (a) disclosing the inside information to any third party, which may include Participant's fellow employees or service providers and (b) "tipping" third parties or causing them otherwise to buy or sell securities. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under the Company's Insider Trading Policy. Participant is responsible for ensuring compliance with any applicable restrictions and should consult Participant's personal legal advisor on this matter.

14. Foreign Asset/Account or Tax Reporting; Exchange Controls. Participant's country may have certain foreign asset/account or tax reporting requirements and/or exchange controls that may affect Participant's ability to acquire or hold the RSUs or Shares under the Plan or cash received from participating in the Plan (including from any dividends received or sale proceeds arising from the sale of Shares) in a brokerage or bank account outside Participant's country. Participant may be required to report such accounts, assets, or transactions to the tax or other authorities in Participant's country. Participant may also be required to repatriate sale proceeds or other funds received as a result of Participant's participation in the Plan to Participant's country through a Company designated broker or bank and/or within a certain time after receipt. Participant acknowledges that it is Participant's responsibility to be compliant with such regulations and Participant understands and agrees that Participant should consult Participant's personal legal and tax advisors for any details.

15. Adjustment. In the event of a stock split, a stock dividend or a similar change in Company stock, the number of Shares covered by the RSUs may be adjusted pursuant to the Plan.

16. No Rights as Employee, Director or Consultant. Nothing in this Agreement shall affect in any manner whatsoever the right or power of the Company, or a Parent, Subsidiary or Affiliate, to terminate Participant's Service, for any reason, with or without Cause.

17. Award Subject to Company Clawback or Recoupment. The RSUs, including the Shares underlying the RSUs, shall be subject to clawback or recoupment pursuant to any compensation clawback or recoupment policy adopted by the Board or required by law during the term of Participant's Service that is applicable to Participant. In addition to any other remedies available under such policy, applicable law may require the cancellation of Participant's RSUs (whether vested or unvested) and the recoupment of any gains realized with respect to Participant's RSUs and the Shares underlying the RSUs.

18. No Advice Regarding Grant. The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding Participant's grant of the RSUs, participation in the Plan or acquisition or settlement of the Shares underlying the RSUs. Participant acknowledges, understands and agrees that Participant should consult with Participant's own personal tax, legal and financial advisors regarding Participant's grant, vesting or settlement of the RSUs, participation in the Plan or acquisition or settlement of the Shares underlying the RSUs before taking any action related thereto.

19. Consent to Electronic Delivery of All Plan Documents and Disclosures. By acceptance of the Notice (whether in writing, electronically or otherwise), Participant agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company and consents to the electronic delivery of the Notice, the Appendix, this Agreement, the Plan, account statements, Plan prospectuses required by the U.S. Securities and Exchange Commission, U.S. financial reports of the Company, and all other documents that the Company is required to deliver to its security holders (including, without limitation, annual reports and proxy statements) or other communications or information related to the RSUs and current or future participation in the Plan. Electronic delivery may include the delivery of a link to a Company intranet or the internet site of a third party involved in administering the Plan, the delivery of the document via e-mail or such other delivery determined at the Company's discretion. Participant acknowledges that Participant may receive from the Company a paper copy of any documents delivered electronically at no cost if Participant contacts the Company by telephone, through a postal service or electronic mail to the Company at Attn: Stock Plan Administration at the Company, 6000 Shoreline Court, Suite 300, San Francisco, California 94080, Email: stockadmin@veracyte.com, Telephone (650) 243-6300. Participant further acknowledges that Participant will be provided with a paper copy of any documents delivered electronically if electronic delivery fails; similarly, Participant understands that Participant must provide on request to the Company or any designated third party a paper copy of any documents delivered electronically if electronic delivery fails. Also, Participant understands that Participant's consent may be revoked or changed, including any change in the electronic mail address to which documents are delivered (if Participant has provided an electronic mail address), at any time by notifying the Company of such revised or revoked consent by telephone, postal service or electronic mail to the Company at Attn: Stock Plan Administration at the Company, 6000 Shoreline Court, Suite 300, San Francisco, California 94080, Email: stockadmin@veracyte.com, Telephone (650) 243-6300. Participant agrees to notify the Company upon any change in Participant's residence address indicated in the Notice or any electronic mail address provided.

20. Language. Participant acknowledges that Participant is sufficiently proficient in the English language, or has consulted with an advisor who is sufficiently proficient in the English language, so as to allow Participant to understand the terms and conditions of this Agreement, the Notice and the Plan. Further, if Participant has received this Agreement, the Notice or the Plan, or any other document related thereto, translated into a language other than the English language, and if the meaning of the translated version is different than the English language version, the English language version will control.

21. Imposition of Other Requirements. The Company reserves the right to impose other requirements on Participant's participation in the Plan, on the RSUs and on any Shares acquired upon settlement of the RSUs, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

22. Acknowledgements. The Company and Participant agree that the RSUs are granted under and governed by the Notice, the Plan and this Agreement, which incorporates the Plan and the Notice by reference. Participant acknowledges having received copies of and carefully read the Plan, the Plan prospectus, the Notice and this Agreement, and confirms Participant fully understands all provisions of such documents. Participant has had an opportunity to obtain the advice of counsel prior to executing the Notice, and hereby accepts the RSUs subject to all of the terms and conditions set forth in the Notice, this Agreement and the Plan.

23. Severability. If one or more provisions of the Notice or this Agreement are held to be unenforceable under applicable law, then such provision will be enforced to the maximum extent possible given the intent of the parties hereto. If such clause or provision cannot be so enforced, then (i) such provision shall be excluded from the Notice or this Agreement, as applicable, (ii) the balance of the Notice and this Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of the Notice and this Agreement shall be enforceable in accordance with their terms.

24. Governing Law and Venue. The Notice and this Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of California, without giving effect to principles of conflicts of law. Any and all disputes relating to, concerning or arising from this Agreement, or relating to, concerning or arising from the relationship between the parties evidenced by the Plan or this Agreement, will be brought and heard exclusively in the United States District Court for the Northern District of California or, if such court does not have subject matter jurisdiction, the courts of the State of California sitting in the County of San Francisco, and any appellate courts thereof. Each of the parties hereby represents and agrees that such party is subject to the personal jurisdiction of said courts; hereby irrevocably consents to the jurisdiction of such courts in any legal or equitable proceedings related to, concerning or arising from such dispute, and waives, to the fullest extent permitted by law, any objection which such party may now or hereafter have that the laying of the venue of any legal or equitable proceedings related to, concerning or arising from such dispute which is brought in such courts is improper or that such proceedings have been brought in an inconvenient forum.

25. Entire Agreement; Enforcement of Rights. The Notice, this Agreement (including the Appendix) and the Plan constitute the entire agreement and understanding of the parties relating to the subject matter herein and supersede all prior discussions between them. Any prior agreements, commitments or negotiations concerning the purchase of the Shares hereunder are superseded. No adverse modification of or adverse amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing and signed by the parties to this Agreement (which writing and signing may be electronic). The failure by either party to enforce any rights under this Agreement shall not be construed as a waiver of any rights of such party.

BY ACCEPTING THE RSUs, PARTICIPANT AGREES TO ALL OF THE TERMS AND CONDITIONS DESCRIBED ABOVE AND IN THE PLAN.

**Appendix to the
Global Restricted Stock Unit Agreement
Veracyte, Inc. 2023 Equity Incentive Plan
Country-Specific Provisions**

Capitalized terms, unless explicitly defined in this Appendix, shall have the meanings given to them in the Notice, the Agreement or the Plan.

Terms and Conditions

This Appendix includes additional terms and conditions that govern the RSUs granted to you under the Plan if you reside and/or work in one of the countries listed below. If you are a citizen or resident (or are considered as such for local law purposes) of a country other than the country in which you are currently residing and/or working, or if you transfer employment and/or residency between countries after the Date of Grant, the Company will, in its discretion, determine to what extent the special terms and conditions contained herein shall be applicable to you.

Notifications

This Appendix also includes information regarding securities, exchange control, foreign asset/account reporting and certain other issues of which you should be aware with respect to your participation in the Plan. The information is based on the securities, exchange control, foreign asset/account reporting and other laws in effect in the respective countries as of June 2020. Such laws are often complex and change frequently. As a result, the Company strongly recommends that you not rely on the information in this Appendix as the only source of information relating to the consequences of your participation in the Plan because the information may be out of date at the time that the RSUs vest or you sell Shares acquired under the Plan.

In addition, the information contained herein is general in nature and may not apply to your particular situation, and the Company is not in a position to assure you of any particular result. Accordingly, you should seek appropriate professional advice as to how the relevant laws in your country may apply to your individual situation.

The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding your participation in the Plan, or your acquisition or sale of the underlying Shares. You should consult with your own personal tax, legal and financial advisors regarding your participation in the Plan before taking any action related to the Plan.

Finally, if you are a citizen or resident (or are considered as such for local tax purposes) of a country other than the one in which you are currently residing and/or working, or if you transfer employment and/or residency after the Date of Grant, the information contained herein may not be applicable to you in the same manner.

FRANCE

Tax Information

The Stock Units are not intended to be French tax-qualified awards.

Exchange Control Information

The Participant must declare to the customs and excise authorities any cash and securities the Participant imports or exports without the use of a financial institution when the value of such cash or securities exceeds a certain amount. The Participant should consult with the Participant's professional advisor. In addition, if the Participant is a French resident, the Participant may hold stock outside France provided the Participant declares all foreign bank and brokerage accounts on an annual basis (including the accounts that were open and those that were closed during the tax year) on a specific form in the Participant's income tax return.

Securities Law

This offer does not require a prospectus to be submitted for approval to the Autorité des marchés financiers ("AMF"). The Participant may take part in the offer solely for his or her own account and any financial instruments thus acquired cannot be distributed directly or indirectly to the public otherwise than in accordance with Articles L. 411-1, L. 411-2, L. 412-1 and L. 621-8 to L. 621-8-3 of the French Monetary and Financial Code. The information provided to the Participant in this Agreement, the Plan or other documents supplied to the Participant in connection with the offer to the Participant of the Stock Units is provided as factual information only and as such is not intended to induce the Participant to accept to enter into this Agreement. Any such information does not give or purport to give any indication of the likely future financial success or performance of the Company and historical financial information gives no indication of future financial performance. The Stock Units are not intended to qualify for the favorable tax and social security treatment in France applicable to options granted under Sections L. 225-177 to L. 225-186-1 of the French Commercial Code. Should the Participant be in any doubt as to the contents of the offer of this Stock Unit award or what course of action to take in relation to the offer, the Participant is recommended to immediately seek his or her own personal financial advice from his or her stockbroker, bank manager, solicitor, accountant or other independent financial advisor duly authorized by the competent authorities or bodies.

Data Protection

The Company and the Participant's Employer will hold, collect and otherwise process certain data as set out in the Employer's Employee Privacy Policy which has been or will be provided to the Participant separately. All personal data will be treated in accordance with applicable data protection laws and regulations.

French Language Provision.

By signing and returning this Agreement, the Participant confirms having read and understood the documents relating to the Plan and the Agreement which were provided to the Participant in English language. The Participant accepts the terms of those documents accordingly.

French translation: *En signant et renvoyant ce Contrat vous confirmez ainsi avoir lu et compris les documents relatifs au Plan qui vous ont été communiqués en langue anglaise. Vous en acceptez les termes en connaissance de cause.*

GERMANY

Tax Indemnity

The Participant agrees to indemnify and keep indemnified the Company, any Subsidiary and his/her employing company (the “Employer”), if different, from and against any liability for or obligation to pay any Tax Liability (a “Tax Liability” being any liability for income tax, withholding tax and any other employment related taxes in any jurisdiction, including but not limited to wage tax, solidarity surcharge, church tax or social security contributions) that is attributable to (1) the grant or settlement of, or any benefit derived by the Participant from, the Stock Units, (2) the acquisition by the Participant of the Shares on settlement of the Stock Units, or (3) the disposal of any Shares.

Exchange Control Information

Cross-border payments in excess of €12,500 must be reported monthly to the German Federal Bank. If the Participant uses a German bank to transfer a cross-border payment in excess of €12,500 in connection with the sale of Shares acquired under the Plan, the bank will make the report for the Participant. In addition, the Participant must report any receivables, payables, or debts in foreign currency exceeding an amount of €5,000,000 on a monthly basis. Finally, the Participant must report on an annual basis if the Participant holds Shares that exceed 10% of the total voting capital of the Company.

Data Protection

The Company and the Participant’s Employer will hold, collect and otherwise process certain data as set out in the Employer’s Employee Privacy Policy which will be provided to the Participant separately. All personal data will be treated in accordance with applicable data protection laws and regulations.

ISRAEL

Data Protection

Nothing in this Agreement or the Plan limits the obligations under the Privacy Protection Act, 5741-1981 (“PPA”) Chapter B.

The Participant acknowledges that the Company and its Subsidiaries may make the Data available to public authorities where required under locally applicable law.

SPAIN

Tax Withholding

The Participant agrees to indemnify and keep indemnified the Company, any Subsidiary and his/her employing company (the “Employer”), if different, from and against any liability for or obligation to pay any Tax Liability (a “Tax Liability” being any liability for income tax, withholding tax and any other employment related taxes in any jurisdiction, including but not limited to wage tax, solidarity surcharge, or social security contributions) that is attributable to (1) the grant or settlement of, or any benefit derived by the Participant from, the Stock Units, (2) the acquisition by the Participant of the Shares on settlement of the Stock Units, or (3) the disposal of any Shares.

The Stock Units cannot be settled until the Participant has made such arrangements as the Company may require for the satisfaction of any Tax Liability that may arise in connection with the vesting and settlement of the Stock Units and/or the acquisition of the Shares by the Participant. The Company shall not be required to issue, allot or transfer Shares until the Participant has satisfied this obligation.

Whenever the Stock Units become vested or are settled in Shares, the Company shall notify the Participant of the amount of tax, if any, which must be withheld by the Company, any Subsidiary or the Employer, if different, under all applicable tax laws. At the discretion of the Company, the Stock Units cannot be settled until the Participant has entered into an election with the Company, to either (a) remit a cash payment of the required amount of taxes to the Company, a Subsidiary or the Employer, as applicable; or (b) authorize the deduction of such amount from the Participant's compensation (including, for the avoidance of doubt, other compensation that may be owed to the Participant by the Company, any Subsidiary or the Employer in connection with the performance of Services or otherwise due). Notwithstanding the prior sentence, with the consent of the administrator of the Plan, if relevant, and subject to any applicable legal conditions or restrictions, the Company or Subsidiary or Employer, as applicable, shall, upon the Participant's request, accept surrender of a whole number of Shares issued hereunder (or other Shares held by the Participant) having a Fair Market Value, determined as of the date the amount of tax to be withheld is to be determined pursuant to any applicable tax laws (the "Tax Date"), not in excess of the minimum of tax required to be withheld by law to cover all or a portion of the applicable withholding taxes (with the remainder paid pursuant to the preceding sentence). In case the Participant purports to be entitled to any tax reduction or allowance in connection with income derived from the Stock Units, it shall promptly notify such circumstance to the Company, which shall factor, to the extent permitted by the applicable tax laws, the applicability of such reduction or allowance in the assessment of taxes to be withheld, subject in any event to the Participant's compliance with any requirements imposed under applicable tax laws for their applicability (including the submission of tax forms or statements required to be delivered to the Company, a Subsidiary or the Employer, as applicable). Request for such surrender shall be made in writing in a form acceptable to the administrator of the Plan, if relevant, and shall be subject to the following restrictions: (i) the election must be made on or prior to the applicable Tax Date and (ii) once made, the election shall be irrevocable as to the particular Shares for which the election is made. Any adverse consequences to the Participant arising in connection with the share withholding procedure set forth herein, or with any representation made by the Participant relevant for the assessment of applicable withholding taxes, shall be the sole responsibility of the Participant.

Exchange Control and Tax Information Obligations

If the Participant acquires Shares issued pursuant to the Stock Units, the Participant must declare the acquisition of such securities to the Spanish *Dirección General de Política Comercial y de Inversiones Extranjeras*, by filing the corresponding D-5 form, within the following month to the date of acquisition of the Shares. This declaration is provided to the Ministry of Economy and Competitiveness for statistical purposes only.

In the event that the Shares acquired pursuant to the Plan and this Agreement represent more than 10% of the share capital of the Company and, provided that the net equity of the Company exceeds the statutory threshold, the Participant will have to make an annual declaration to the Spanish *Dirección General de Política Comercial y de Inversiones Extranjeras* about the development of the investment in non-resident entities by filing the corresponding D-8 form, within the first nine months of each calendar year.

In addition, in case the value of the assets held by the Participant in non-resident companies, including the Shares of the Company or the balance of transactions with non-resident companies,

including the Company, exceeds the statutory threshold, the Participant must also periodically file a declaration of foreign transactions with the Statistics Department of the Bank of Spain. The periodicity of such filings will be determined by the amount of the transactions or balances held with non-resident entities.

Participants should consult their own tax advisors in relation to the tax implications derived from the award, holding or disposal of Stock Units or Shares, and of their potential relocation to any other jurisdiction. The Company does not assume any responsibility therefor. The holding of certain rights or assets located overseas may be required to be reported on an annual basis by means of filing an information tax form (currently tax form number 720) and may be subject to Net Wealth Tax (*Impuesto sobre el Patrimonio*).

Data Privacy

The Company and the Participant's Employer will hold, collect and otherwise process certain data as set out in the Employer's Employee Privacy Policy which will be provided to the Participant separately. All personal data will be treated in accordance with applicable data protection laws and regulations.

UNITED KINGDOM

Employee Share Scheme

The Agreement forms the rules of the employee share scheme applicable to the United Kingdom based Participants of the Company and any Subsidiaries. Only employees of the Company or any Subsidiary of the Company are eligible to be granted Stock Units or be issued Shares under the Agreement. Other service providers (including Consultants or Outside Directors) who are not employees are not eligible to receive Stock Units under the Agreement in the United Kingdom. Accordingly, all references in the Agreement to the Participant's service or termination of Service shall be interpreted as references to the Participant's employment or termination of employment.

Special Tax Consequences

The Participant agrees to indemnify and keep indemnified the Company, any Subsidiary and his/her employing company (the "Employer"), if different, from and against any liability for or obligation to pay any Tax Liability (a "Tax Liability" being any liability for income tax, withholding tax and any other employment related taxes, employee's National Insurance contributions or employer's National Insurance contributions or equivalent social security contributions in any jurisdiction) that is attributable to (1) the grant or settlement of, or any benefit derived by the Participant from, the Stock Units, (2) the acquisition by the Participant of the Shares on the settlement of the Stock Units, or (3) the disposal of any Shares.

The Stock Units cannot be settled until the Participant has made such arrangements as the Company may require for the satisfaction of any Tax Liability that may arise in connection with the vesting and settlement of the Stock Units and/or the acquisition of the Shares by the Participant. The Company shall not be required to issue, allot or transfer Shares until the Participant has satisfied this obligation.

At the discretion of the Company, the Stock Units cannot be settled until the Participant has entered into an election with the Company (or his/her employer) (as appropriate) in a form approved by the Company and Her Majesty's Revenue & Customs (a "Joint Election") under which any liability of the Company and/or the employer for employer's national insurance

contributions arising in respect of the granting, vesting, settlement of or other dealing in the Stock Units, or the acquisition of Shares on the settlement of the Stock Units, is transferred to and met by the Participant.

The Participant undertakes that, upon request by the Company, he/she will join with his/her Employer in electing, pursuant to Section 431(1) of the Income Tax (Earnings and Pensions) Act 2003 (“ITEPA”) that, for relevant tax purposes, the market value of the Shares acquired on any occasion will be calculated as if the shares were not restricted and Sections 425 to 430 (inclusive) of ITEPA are not to apply to such shares.

The Participant agrees that if the Participant does not pay or the Participant’s Employer or the Company does not withhold from the Participant the full amount of all taxes applicable to the taxable income of the Participant resulting from the grant of the Stock Units, the vesting of the Stock Units, or the issuance of Shares (the “Tax-Related Items”) that the Participant owes due to the vesting of the Stock Units, or the release or assignment of the Stock Units for consideration, or the receipt of any other benefit in connection with the Stock Units (the “Taxable Event”) within 90 days after the Taxable Event, or such other period specified in Section 222(1)(c) of the U.K. Income Tax (Earnings and Pensions) Act 2003, then the amount that should have been withheld shall constitute a loan owed by the Participant to the Employer, effective 90 days after the Taxable Event. The Participant agrees that the loan will bear interest at HMRC’s official rate and will be immediately due and repayable by the Participant, and the Company and/or the Employer may recover it at any time thereafter by withholding the funds from salary, bonus or any other funds due to the Participant by the Employer, by withholding in Shares issued upon vesting and settlement of the Stock Units or from the cash proceeds from the sale of Shares or by demanding cash or a cheque from the Participant. The Participant also authorizes the Company to delay the issuance of any Shares to the Participant unless and until the loan is repaid in full.

Notwithstanding the foregoing, if the Participant is an officer or executive director (as within the meaning of Section 13(k) of the U.S. Securities and Exchange Act of 1934, as amended), the terms of the immediately foregoing provision will not apply. In the event that the Participant is an officer or executive director and Tax-Related Items are not collected from or paid by the Participant within 90 days of the Taxable Event, the amount of any uncollected Tax-Related Items may constitute a benefit to Participant on which additional income tax and National Insurance contributions may be payable. The Participant acknowledges that the Company or the Employer may recover any such additional income tax and national insurance contributions at any time thereafter.

Data Privacy

The Company and the Participant’s Employer will hold, collect and otherwise process certain data as set out in the Employer’s Employee Privacy Policy which will be provided to the Participant separately. All personal data will be treated in accordance with applicable data protection laws and regulations.

VERACYTE, INC.
2023 EQUITY INCENTIVE PLAN
NOTICE OF GLOBAL PERFORMANCE RESTRICTED STOCK UNIT AWARD

Unless otherwise defined in this Notice of Global Performance Restricted Stock Unit Award (this “**Notice**”), any capitalized terms used herein shall have the meaning ascribed to them in the Veracyte, Inc. (the “**Company**”) 2023 Equity Incentive Plan (the “**Plan**”).

The individual named below (the “**Participant**”) has been granted an award of Restricted Stock Units (the “**RSUs**”) for shares of Common Stock of the Company (“**Shares**”) under the Plan, subject to the terms and conditions of the Plan, the Global Performance Restricted Stock Unit Award Agreement attached hereto as Exhibit B (the “**Agreement**”, which shall include and incorporate by reference any appendix thereto for Participant’s country (the “**Appendix**”)) and this Notice (which shall include and incorporate by reference the vesting and performance terms and conditions set forth on Exhibit A hereto (the “**Vesting Appendix**”)), which incorporates the Plan and the Agreement by reference.

Name:

Address

Grant Number:

Date of Grant:

Target Number of Shares:

Maximum Number of Shares:

Expiration Date: [Veracyte to insert expiration date] The RSUs expire earlier if Participant’s Service terminates earlier, as provided in the Agreement.

Vesting Schedule: Subject to the limitations set forth in this Notice, the Agreement and the Plan, the RSUs will vest in accordance with the Vesting Appendix.

By accepting (whether in writing, electronically or otherwise) the RSUs, Participant understands, acknowledges and agrees to the following:

The RSUs are granted under and governed by the terms and conditions of this Notice, the Agreement and the Plan.

The vesting of the RSUs pursuant to this Notice is subject to both Participant’s continuing Service and satisfaction of any vesting and performance terms and conditions as set forth in the Vesting Appendix. Participant’s Service is for an unspecified duration and can be terminated at any time (i.e., is “at-will”), except where otherwise prohibited by applicable law, and that nothing in this Notice, the Agreement or the Plan changes the nature of that relationship. To the extent permitted by applicable law, the Vesting Schedule may change prospectively in the event that Participant’s Service status changes (including but not limited to Participant’s transition to working on a part-time basis) and/or in the event Participant is on a leave of absence, in accordance with Company policies relating to work schedules and vesting of equity awards or as

determined by the Committee and to the extent permitted by applicable law. Notwithstanding the foregoing, except as otherwise required by applicable laws, (a) Participant's Service does not terminate when Participant goes on a military leave, a sick leave or another bona fide leave of absence, if the leave of absence was approved by the Company in writing or if continued crediting of Service is required by the terms of the leave or by applicable law, but Participant's Service does terminate when the approved leave ends, unless Participant immediately return to active work and (b) unless determined otherwise by the Committee, vesting of the RSUs will be suspended during any unpaid leave of absence.

The RSUs are granted by the Company at its sole discretion, and do not entitle Participant to further grant(s) of RSUs or any other award(s) under the Plan or any other plan or program maintained by the Company or any Parent, Subsidiary or Affiliate.

Participant has read this Notice, the Agreement, the Plan and the Company's policy covering transactions in the Company's securities by Employees and/or Directors of the Company (the "**Insider Trading Policy**"), and agrees to comply with any such policy, as it may be amended from time to time, whenever Participant acquires or disposes of the Company's securities.

References to this Notice, the Agreement and the Plan include the electronic representation of each such document established and maintained by the Company or a third party designated by the Company. By accepting the RSUs, Participant consents to the electronic delivery and participation in the Plan as set forth in the Agreement.

EXHIBIT A

Vesting Appendix

[Veracyte to insert applicable vesting and performance terms and conditions.]

EXHIBIT B

VERACYTE, INC. 2023 EQUITY INCENTIVE PLAN GLOBAL PERFORMANCE RESTRICTED STOCK UNIT AWARD AGREEMENT

Unless otherwise defined in the Notice of Global Performance Restricted Stock Unit Award (the “**Notice**”, which shall include and incorporate by reference the vesting and performance terms and conditions set forth on Exhibit A thereto (the “**Vesting Appendix**”)) to which this Global Performance Restricted Stock Unit Award Agreement (this “**Agreement**”, which shall include and incorporate by reference any appendix hereto for Participant’s country (the “**Appendix**”)) is attached or this Agreement, any capitalized terms used herein shall have the meaning ascribed to them in the Veracyte, Inc. (the “**Company**”) 2023 Equity Incentive Plan (the “**Plan**”).

- 1. Grant of RSUs.** Participant has been granted RSUs subject to the terms, restrictions and conditions of the Notice, this Agreement and the Plan.
- 2. Settlement.** The RSUs shall be settled on or as soon as administratively practicable following each applicable date of vesting under the vesting schedule set forth in the Notice (and in no event later than 2 1/2 months following the end of the year in which such vest date occurs). Settlement of RSUs shall be in Shares. No fractional RSUs or rights for fractional Shares shall be created pursuant to this Agreement.
- 3. No Stockholder Rights.** Unless and until such time as Shares are issued in settlement of vested RSUs, Participant shall have no ownership of the Shares allocated to the RSUs and shall have no right to dividends or to vote such Shares.
- 4. Dividend Equivalents.** Dividends, if any (whether in cash or Shares), shall not be credited to Participant.
- 5. Non-Transferability of RSUs.** Except as permitted by the Committee on a case-by-case basis, RSUs may not be sold, assigned, pledged, hypothecated, transferred or otherwise disposed of in any manner other than by will or by the laws of descent or distribution or court order.
- 6. Determination and Effect of Termination of Service.** Except as provided in the Notice or as otherwise provided by the Committee, if Participant’s Service terminates for any reason (the effective date of such termination, the “**Termination Date**”), Participant’s right to vest in the RSUs will terminate as of the Termination Date and all unvested RSUs shall be forfeited to the Company forthwith, and all rights of Participant to such RSUs shall immediately terminate without credit for any partial period of Service or by any notice period or period of “garden leave” mandated under employment laws in the jurisdiction where Participant provides Services or pursuant to the terms of Participant’s employment or other service agreement, if any, or payment of any consideration to Participant. Except as provided in the Notice or as provided otherwise by the Committee, Participant’s Service will be deemed terminated as of the date Participant is no longer actively providing Services (regardless of the reason for such termination and notwithstanding any subsequent finding that such termination was invalid or in breach of employment laws in the jurisdiction where Participant provides Services or pursuant to the terms of Participant’s employment or other service agreement, if any). The Committee, in its sole discretion, determines when and whether Participant’s Service terminates for all purposes under this Agreement (including whether Participant may still be considered to be actively providing Services while on a leave of absence).
- 7. Tax Consequences.** Participant acknowledges that there may be tax consequences related to the RSUs and/or disposition of the Shares, if any, received in connection therewith, and

Participant should consult a tax adviser regarding Participant's tax obligations prior to such settlement of the RSUs or disposition of the Shares in the jurisdiction where Participant is subject to tax.

(a) **Responsibility for Taxes.** Participant acknowledges that, to the extent permitted by applicable law, regardless of any action taken by the Company or a Parent, Subsidiary or Affiliate employing or retaining the Participant (as applicable, the "**Employer**"), the ultimate liability for all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax related items related to Participant's participation in the Plan and legally applicable to Participant ("**Tax-Related Items**") is and remains Participant's responsibility and may exceed the amount actually withheld by the Company or the Employer, if any. Participant further acknowledges that the Company and/or the Employer (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the RSUs, including, but not limited to, the grant, vesting or settlement of the RSUs, the subsequent sale of Shares acquired pursuant to such settlement and the receipt of any dividends; and (ii) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the RSUs to reduce or eliminate Participant's liability for Tax-Related Items or achieve any particular tax result. Further, if Participant is subject to Tax-Related Items in more than one jurisdiction, Participant acknowledges that the Company and/or the Employer (or former Employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction. *PARTICIPANT SHOULD CONSULT A TAX ADVISER APPROPRIATELY QUALIFIED IN EACH OF THE JURISDICTIONS, INCLUDING THE COUNTRY OR COUNTRIES IN WHICH PARTICIPANT RESIDES OR IS SUBJECT TO TAXATION.*

(b) **Withholding.** Prior to any relevant taxable or tax withholding event, as applicable, to the extent permitted by applicable law, Participant agrees to make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all Tax-Related Items. In this regard, Participant authorizes the Company and/or the Employer, or their respective agents, at their discretion, to satisfy the obligations with regard to all Tax-Related Items by one or a combination of the following:

(i) withholding from Participant's wages or other cash compensation paid to Participant by the Company and/or the Employer;

(ii) withholding Shares to be issued upon settlement of the RSU, provided the Company only withholds the number of Shares necessary to satisfy no more than the maximum statutory withholding amounts;

(iii) withholding from proceeds of the sale of Shares acquired upon settlement of the RSU either through a voluntary sale or through a mandatory sale arranged by the Company (on Participant's behalf pursuant to this authorization) without further consent;

(iv) Participant's payment of a cash amount (including by check representing readily available funds or a wire transfer); or

(v) any other arrangement approved by the Committee and permitted under applicable law;

all under such rules as may be established by the Committee and in compliance with the Company's Insider Trading Policy, if applicable; provided however, that if Participant is a Section 16 officer of the Company under the Exchange Act, then prior to the Tax-Related Items withholding event the Committee (as constituted in accordance with Rule 16b-3 under the Exchange Act) shall establish the method of withholding from alternatives (i)-(v) above, and

unless determined otherwise by the Committee in advance of a Tax-Related Items withholding event, the method of withholding for this RSU will be (ii) above.

Depending on the withholding method, the Company may withhold or account for Tax-Related Items by considering applicable statutory withholding rates or other applicable withholding rates, including up to the maximum permissible statutory rate for Participant's tax jurisdiction(s). In the event of over-withholding, Participant will have no entitlement to the equivalent amount in Shares and may receive a refund of any over-withheld amount in cash (in accordance with applicable law. In the event of under-withholding, Participant may be required to pay any additional Tax-Related Items directly to the applicable tax authority or to Company and/or Employer. If the obligation for Tax-Related Items is satisfied by withholding in Shares, for tax purposes, Participant is deemed to have been issued the full number of Shares subject to the vested RSUs, notwithstanding that a number of the Shares are held back solely for the purpose of satisfying the withholding obligation for Tax-Related Items.

Finally, Participant agrees to pay to the Company or the Employer any amount of Tax-Related Items that the Company or the Employer may be required to withhold or account for as a result of Participant's participation in the Plan that cannot be satisfied by the means previously described. The Company may refuse to issue or deliver the Shares or the proceeds of the sale of Shares, if Participant fails to comply with Participant's obligations in connection with the Tax-Related Items.

8. Code Section 409A. For purposes of this Agreement, a termination of employment will be determined consistent with the rules relating to a "separation from service" as defined in Section 409A of the Internal Revenue Code and the regulations thereunder ("**Section 409A**"). Notwithstanding anything else provided herein, to the extent any payments provided under this Agreement in connection with Participant's termination of employment constitute deferred compensation subject to Section 409A, and Participant is deemed at the time of such termination of employment to be a "specified employee" under Section 409A, then such payment shall not be made or commence until the earlier of (i) the expiration of the six-month period measured from Participant's separation from service from the Company or (ii) the date of Participant's death following such a separation from service; provided, however, that such deferral shall only be effected to the extent required to avoid adverse tax treatment to Participant including, without limitation, the additional tax for which Participant would otherwise be liable under Section 409A(a)(1)(B) in the absence of such a deferral. To the extent any payment under this Agreement may be classified as a "short-term deferral" within the meaning of Section 409A, such payment shall be deemed a short-term deferral, even if it may also qualify for an exemption from Section 409A under another provision of Section 409A. Payments pursuant to this section are intended to constitute separate payments for purposes of Section 1.409A-2(b)(2) of the Treasury Regulations.

9. Appendix. Notwithstanding any provisions in this Agreement, the RSUs will be subject to (a) the Vesting Appendix and (b) any special terms and conditions for Participant's country, as set forth in the Appendix, which constitutes part of this Agreement. Moreover, if Participant relocates to another country, the additional terms and conditions for such country will apply to Participant, to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons.

10. Compliance with Laws and Regulations; Legends. The issuance of Shares and any restriction on the sale of Shares will be subject to and conditioned upon compliance by the Company and Participant with all applicable state, federal and foreign laws and regulations and with all applicable requirements of any stock exchange or automated quotation system on which the Company's Shares may be listed or quoted at the time of such issuance or transfer. The inability of the Company to obtain from any regulatory body having jurisdiction the authority, if

any, deemed by the Company's legal counsel to be necessary to the lawful issuance and sale of any Shares shall relieve the Company of any liability in respect of the failure to issue or sell such shares as to which such requisite authority shall not have been obtained. As a condition to the issuance of any Shares pursuant to this RSU, the Company may require Participant to satisfy any qualifications that may be necessary or appropriate, to evidence compliance with any applicable law or regulation and to make any representation or warranty with respect thereto as may be requested by the Company. Participant understands that the Company is under no obligation to register or qualify the Shares with any state, federal or foreign securities commission or to seek approval or clearance from any governmental authority for the issuance or sale of the Shares. Further, Participant agrees that the Company shall have unilateral authority to amend the Plan and this Agreement without Participant's consent to the extent necessary to comply with securities or other laws applicable to issuance of Shares. Finally, the Shares issued pursuant to this Agreement shall be endorsed with appropriate legends, if any, determined by the Company.

11. Plan Discretionary; Extraordinary Compensation. In accepting the RSUs, Participant acknowledges, understands and agrees that:

(a) the Plan is established voluntarily by the Company, it is discretionary in nature, and may be modified, amended, suspended or terminated by the Company at any time, to the extent permitted by the Plan;

(b) the grant of the RSUs is exceptional, voluntary and occasional and does not create any contractual or other right to receive future grants of RSUs or other equity awards, or benefits in lieu thereof, even if RSUs or other equity awards have been granted in the past;

(c) all decisions with respect to future RSUs or other equity awards, if any, will be at the sole discretion of the Company;

(d) the RSU grant and Participant's participation in the Plan shall not create a right to employment or service or be interpreted as forming or amending an employment or service contract with the Company, the Employer or any Parent, Subsidiary or Affiliate, and shall not interfere with the ability of the Company, the Employer or any Parent, Subsidiary or Affiliate, as applicable, to terminate Participant's Service (if any);

(e) the RSUs are granted as an incentive for future services and in no event should be considered as compensation for, or relating in any way to, past services for the Company, the Employer, a Parent, Subsidiary or Affiliate;

(f) Participant is voluntarily participating in the Plan;

(g) the RSUs and any Shares acquired under the Plan, and income and value of same, are not intended to replace any pension rights or compensation;

(h) the RSUs and any Shares acquired under the Plan and the income from and value of same, are not part of normal or expected compensation for any purpose, including but not limited to, for purposes of calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, holiday pay, long-service awards, leave-related pay, pension or retirement or welfare benefits or similar mandatory payments;

(i) unless otherwise agreed with the Company in writing, the RSUs and any Shares acquired under the Plan, and the income and value of same, are not granted as consideration for, or in connection with, any Service Participant provides as a director of the Company, its Parent, Subsidiary or Affiliate;

(j) the future value of the Shares underlying the RSUs is unknown, indeterminable, and cannot be predicted with certainty;

(k) if the underlying Shares do not increase in value, the RSUs will not increase in value;

(l) Shares received in settlement of the RSUs may increase or decrease in value, even to zero;

(m) no claim or entitlement to compensation or damages shall arise from forfeiture of the RSUs resulting from Participant's termination of Service (for any reason whatsoever, whether or not later found to be invalid or in breach of employment laws in the jurisdiction where Participant is employed or retained or the terms of Participant's employment or service agreement, if any);

(n) unless otherwise provided in the Plan or by the Company in its discretion, the RSUs and the benefits evidenced by this Agreement do not create any entitlement to have the RSUs or any such benefits transferred to, or assumed by, another company nor to be exchanged, cashed out or substituted for, in connection with any Corporate Transaction affecting the Shares; and

(o) neither the Company, the Employer nor any Parent, Subsidiary or Affiliate shall be liable for any foreign exchange rate fluctuation between Participant's local currency and the United States Dollar that may affect the value of the RSUs or of any amounts due to Participant pursuant to the settlement of the RSUs or the subsequent sale of any Shares acquired thereupon.

12. **Data Privacy.**

(a) ***Data Privacy Consent.*** *By electing to participate in the Plan via the Company's online acceptance procedure, Participant is declaring that Participant agrees with the data processing practices described herein and consent to the collection, processing and use of Personal Data (as defined below) by the Company and the transfer of Personal Data to the recipients mentioned herein, including recipients located in countries which do not adduce an adequate level of protection from a European (or other) data protection law perspective, for the purposes described herein.*

(b) ***Declaration of Consent.*** *Participant understands that Participant needs to review the following information about the processing of Participant's personal data by or on behalf of the Company, the Employer and/or any Parent, Subsidiary or Affiliate as described in this Agreement and any other Plan materials (the "Personal Data") and declare Participant's consent. As regards the processing of Participant's Personal Data in connection with the Plan and this Agreement, Participant understands that the Company is the controller of Participant's Personal Data.*

(c) ***Data Processing and Legal Basis.*** *The Company collects, uses and otherwise processes Personal Data about Participant for the purposes of allocating Shares and implementing, administering and managing the Plan. Participant understands that this Personal Data may include, without limitation, Participant's name, home address and telephone number, email address, date of birth, social insurance number, passport number or other identification number (e.g., resident registration number), salary, nationality, job title, any shares of stock or directorships held in the Company, details of all RSUs or any other entitlement to shares of stock or equivalent benefits awarded, canceled, exercised, vested, unvested or outstanding in Participant's favor. The legal basis for the processing of Participant's Personal Data, where required, will be Participant's consent.*

(d) **Stock Plan Administration Service Providers.** Participant understands that the Company may transfer Participant's Personal Data, or parts thereof, to an independent service provider based in the United States to assist the Company with the implementation, administration and management of the Plan. Participant understands and acknowledges that the Company's service provider will open an account for Participant to receive and trade Shares acquired under the Plan and that Participant will be asked to agree on separate terms and data processing practices with the service provider, which is a condition of Participant's ability to participate in the Plan.

(e) **International Data Transfers.** Participant understands that the Company and, as of the date hereof, any third parties assisting in the implementation, administration and management of the Plan are based in the United States. Participant understands and acknowledges that Participant's country may have enacted data privacy laws that are different from the laws of the United States. For example, the European Commission has issued only a limited adequacy finding with respect to the United States that applies solely if and to the extent that companies self-certify and remain self-certified under the EU/U.S. Privacy Shield program. The Company does not currently participate in the EU/U.S. Privacy Shield Program. The Company's legal basis for the transfer of Participant's Personal Data is Participant's consent.

(f) **Data Retention.** Participant understands that the Company will use Participant's Personal Data only as long as is necessary to implement, administer and manage Participant's participation in the Plan, or to comply with legal or regulatory obligations, including under tax and securities laws. In the latter case, Participant understands and acknowledges that the Company's legal basis for the processing of Participant's Personal Data would be compliance with the relevant laws or regulations. When the Company no longer needs Participant's Personal Data for any of the above purposes, Participant understands the Company will remove it from its systems.

(g) **Voluntariness and Consequences of Denial/Withdrawal of Consent.** Participant understands that Participant's participation in the Plan and Participant's consent is purely voluntary. Participant may deny or later withdraw Participant's consent at any time, with future effect and for any or no reason. If Participant denies or later withdraws Participant's consent, the Company can no longer offer Participant participation in the Plan or offer other equity awards to Participant or administer or maintain such awards and Participant would no longer be able to participate in the Plan. Participant further understands that denial or withdrawal of Participant's consent would not affect Participant's status or salary as an employee or Participant's career and that Participant would merely forfeit the opportunities associated with the Plan.

(h) **Data Subject Rights.** Participant understands that data subject rights regarding the processing of Personal Data vary depending on the applicable law and that, depending on where Participant is based and subject to the conditions set out in the applicable law, Participant may have, without limitation, the rights to (i) inquire whether and what kind of Personal Data the Company holds about Participant and how it is processed, and to access or request copies of such Personal Data, (ii) request the correction or supplementation of Personal Data about Participant that is inaccurate, incomplete or out-of-date in light of the purposes underlying the processing, (iii) obtain the erasure of Personal Data no longer necessary for the purposes underlying the processing, processed based on withdrawn consent, processed for legitimate interests that, in the context of Participant's objection, do not prove to be compelling, or processed in non-compliance with applicable legal requirements, (iv) request the Company to restrict the processing of Participant's Personal Data in certain situations where Participant feels its processing is inappropriate, (v) object, in certain circumstances, to the processing of Personal Data for legitimate interests, and to (vi) request portability of

Participant Personal Data that Participant has actively or passively provided to the Company (which does not include data derived or inferred from the collected data), where the processing of such Personal Data is based on consent or Participant's employment and is carried out by automated means. In case of concerns, Participant understands that Participant may also have the right to lodge a complaint with the competent local data protection authority. Further, to receive clarification of, or to exercise any of, Participant's rights, Participant understands that Participant should contact Participant's local human resources representative.

(i) ***Alternate Basis and Additional Consents.*** Finally, Participant understands that the Company may rely on a different basis for the collection, processing or transfer of Personal Data in the future and/or request that Participant provide another data privacy consent. If applicable, Participant agrees that upon request of the Company or the Employer, Participant will provide an executed acknowledgement or data privacy consent form (or any other agreements or consents) that the Company and/or the Employer may deem necessary to obtain from Participant for the purpose of administering Participant's participation in the Plan in compliance with the data privacy laws in Participant's country, either now or in the future. Participant understands and agrees that Participant will not be able to participate in the Plan if Participant fails to provide any such consent or agreement requested by the Company and/or the Employer.

13. Insider Trading Restrictions/Market Abuse Laws. By participating in the Plan, Participant agrees to comply with the Company's Insider Trading Policy (to the extent applicable to Participant). Depending on Participant's country or the Company's designated broker's country or the country where the Shares are listed, Participant may be subject to insider trading restrictions and/or market abuse laws, which may affect Participant's ability to accept, acquire, sell, attempt to sell or otherwise dispose of Shares, rights to Shares (e.g., the RSUs) or rights linked to the value of Shares during such times as Participant is considered to have "inside information" regarding the Company (as defined by the laws or regulations in the applicable jurisdiction). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders Participant placed before possessing inside information. Furthermore, Participant could be prohibited from (a) disclosing the inside information to any third party, which may include Participant's fellow employees or service providers and (b) "tipping" third parties or causing them otherwise to buy or sell securities. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under the Company's Insider Trading Policy. Participant is responsible for ensuring compliance with any applicable restrictions and should consult Participant's personal legal advisor on this matter.

14. Foreign Asset/Account or Tax Reporting; Exchange Controls. Participant's country may have certain foreign asset/account or tax reporting requirements and/or exchange controls that may affect Participant's ability to acquire or hold the RSUs or Shares under the Plan or cash received from participating in the Plan (including from any dividends received or sale proceeds arising from the sale of Shares) in a brokerage or bank account outside Participant's country. Participant may be required to report such accounts, assets, or transactions to the tax or other authorities in Participant's country. Participant may also be required to repatriate sale proceeds or other funds received as a result of Participant's participation in the Plan to Participant's country through a Company designated broker or bank and/or within a certain time after receipt. Participant acknowledges that it is Participant's responsibility to be compliant with such regulations and Participant understands and agrees that Participant should consult Participant's personal legal and tax advisors for any details.

15. Adjustment. In the event of a stock split, a stock dividend or a similar change in Company stock, the number of Shares covered by the RSUs may be adjusted pursuant to the Plan.

16. No Rights as Employee, Director or Consultant. Nothing in this Agreement shall affect in any manner whatsoever the right or power of the Company, or a Parent, Subsidiary or Affiliate, to terminate Participant's Service, for any reason, with or without Cause.

17. Award Subject to Company Clawback or Recoupment. The RSUs, including the Shares underlying the RSUs, shall be subject to clawback or recoupment pursuant to any compensation clawback or recoupment policy adopted by the Board or required by law during the term of Participant's Service that is applicable to Participant. In addition to any other remedies available under such policy, applicable law may require the cancellation of Participant's RSUs (whether vested or unvested) and the recoupment of any gains realized with respect to Participant's RSUs and the Shares underlying the RSUs.

18. No Advice Regarding Grant. The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding Participant's grant of the RSUs, participation in the Plan or acquisition or settlement of the Shares underlying the RSUs. Participant acknowledges, understands and agrees that Participant should consult with Participant's own personal tax, legal and financial advisors regarding Participant's grant, vesting or settlement of the RSUs, participation in the Plan or acquisition or settlement of the Shares underlying the RSUs before taking any action related thereto.

19. Consent to Electronic Delivery of All Plan Documents and Disclosures. By acceptance of the Notice (whether in writing, electronically or otherwise), Participant agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company and consents to the electronic delivery of the Notice, the Appendix, this Agreement, the Plan, account statements, Plan prospectuses required by the U.S. Securities and Exchange Commission, U.S. financial reports of the Company, and all other documents that the Company is required to deliver to its security holders (including, without limitation, annual reports and proxy statements) or other communications or information related to the RSUs and current or future participation in the Plan. Electronic delivery may include the delivery of a link to a Company intranet or the internet site of a third party involved in administering the Plan, the delivery of the document via e-mail or such other delivery determined at the Company's discretion. Participant acknowledges that Participant may receive from the Company a paper copy of any documents delivered electronically at no cost if Participant contacts the Company by telephone, through a postal service or electronic mail to the Company at Attn: Stock Plan Administration at the Company, 6000 Shoreline Court, Suite 300, San Francisco, California 94080, Email: stockadmin@veracyte.com, Telephone (650) 243-6300. Participant further acknowledges that Participant will be provided with a paper copy of any documents delivered electronically if electronic delivery fails; similarly, Participant understands that Participant must provide on request to the Company or any designated third party a paper copy of any documents delivered electronically if electronic delivery fails. Also, Participant understands that Participant's consent may be revoked or changed, including any change in the electronic mail address to which documents are delivered (if Participant has provided an electronic mail address), at any time by notifying the Company of such revised or revoked consent by telephone, postal service or electronic mail to the Company at Attn: Stock Plan Administration at the Company, 6000 Shoreline Court, Suite 300, San Francisco, California 94080, Email: stockadmin@veracyte.com, Telephone (650) 243-6300. Participant agrees to notify the Company upon any change in Participant's residence address indicated in the Notice or any electronic mail address provided.

20. Language. Participant acknowledges that Participant is sufficiently proficient in the English language, or has consulted with an advisor who is sufficiently proficient in the English language, so as to allow Participant to understand the terms and conditions of this Agreement, the Notice and the Plan. Further, if Participant has received this Agreement, the Notice or the Plan, or any other document related thereto, translated into a language other than the English

language, and if the meaning of the translated version is different than the English language version, the English language version will control.

21. Imposition of Other Requirements. The Company reserves the right to impose other requirements on Participant's participation in the Plan, on the RSUs and on any Shares acquired upon settlement of the RSUs, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

22. Acknowledgements. The Company and Participant agree that the RSUs are granted under and governed by the Notice, the Plan and this Agreement, which incorporates the Plan and the Notice by reference. Participant acknowledges having received copies of and carefully read the Plan, the Plan prospectus, the Notice and this Agreement, and confirms Participant fully understands all provisions of such documents. Participant has had an opportunity to obtain the advice of counsel prior to executing the Notice, and hereby accepts the RSUs subject to all of the terms and conditions set forth in the Notice, this Agreement and the Plan.

23. Severability. If one or more provisions of the Notice or this Agreement are held to be unenforceable under applicable law, then such provision will be enforced to the maximum extent possible given the intent of the parties hereto. If such clause or provision cannot be so enforced, then (i) such provision shall be excluded from the Notice or this Agreement, as applicable, (ii) the balance of the Notice and this Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of the Notice and this Agreement shall be enforceable in accordance with their terms.

24. Governing Law and Venue. The Notice and this Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of California, without giving effect to principles of conflicts of law. Any and all disputes relating to, concerning or arising from this Agreement, or relating to, concerning or arising from the relationship between the parties evidenced by the Plan or this Agreement, will be brought and heard exclusively in the United States District Court for the Northern District of California or, if such court does not have subject matter jurisdiction, the courts of the State of California sitting in the County of San Francisco, and any appellate courts thereof. Each of the parties hereby represents and agrees that such party is subject to the personal jurisdiction of said courts; hereby irrevocably consents to the jurisdiction of such courts in any legal or equitable proceedings related to, concerning or arising from such dispute, and waives, to the fullest extent permitted by law, any objection which such party may now or hereafter have that the laying of the venue of any legal or equitable proceedings related to, concerning or arising from such dispute which is brought in such courts is improper or that such proceedings have been brought in an inconvenient forum.

25. Entire Agreement; Enforcement of Rights. The Notice, this Agreement (including the Appendix) and the Plan constitute the entire agreement and understanding of the parties relating to the subject matter herein and supersede all prior discussions between them. Any prior agreements, commitments or negotiations concerning the purchase of the Shares hereunder are superseded. No adverse modification of or adverse amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing and signed by the parties to this Agreement (which writing and signing may be electronic). The failure by either party to enforce any rights under this Agreement shall not be construed as a waiver of any rights of such party.

BY ACCEPTING THE RSUs, PARTICIPANT AGREES TO ALL OF THE TERMS AND CONDITIONS DESCRIBED ABOVE AND IN THE PLAN.

**Appendix to the
Global Performance Restricted Stock Unit Agreement
Veracyte, Inc. 2023 Equity Incentive Plan
Country-Specific Provisions**

Capitalized terms, unless explicitly defined in this Appendix, shall have the meanings given to them in the Notice, the Agreement or the Plan.

Terms and Conditions

This Appendix includes additional terms and conditions that govern the RSUs granted to you under the Plan if you reside and/or work in one of the countries listed below. If you are a citizen or resident (or are considered as such for local law purposes) of a country other than the country in which you are currently residing and/or working, or if you transfer employment and/or residency between countries after the Date of Grant, the Company will, in its discretion, determine to what extent the special terms and conditions contained herein shall be applicable to you.

Notifications

This Appendix also includes information regarding securities, exchange control, foreign asset/account reporting and certain other issues of which you should be aware with respect to your participation in the Plan. The information is based on the securities, exchange control, foreign asset/account reporting and other laws in effect in the respective countries as of June 2020. Such laws are often complex and change frequently. As a result, the Company strongly recommends that you not rely on the information in this Appendix as the only source of information relating to the consequences of your participation in the Plan because the information may be out of date at the time that the RSUs vest or you sell Shares acquired under the Plan.

In addition, the information contained herein is general in nature and may not apply to your particular situation, and the Company is not in a position to assure you of any particular result. Accordingly, you should seek appropriate professional advice as to how the relevant laws in your country may apply to your individual situation.

The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding your participation in the Plan, or your acquisition or sale of the underlying Shares. You should consult with your own personal tax, legal and financial advisors regarding your participation in the Plan before taking any action related to the Plan.

Finally, if you are a citizen or resident (or are considered as such for local tax purposes) of a country other than the one in which you are currently residing and/or working, or if you transfer employment and/or residency after the Date of Grant, the information contained herein may not be applicable to you in the same manner.

FRANCE

Tax Information

The Stock Units are not intended to be French tax-qualified awards.

Exchange Control Information

The Participant must declare to the customs and excise authorities any cash and securities the Participant imports or exports without the use of a financial institution when the value of such cash or securities exceeds a certain amount. The Participant should consult with the Participant's professional advisor. In addition, if the Participant is a French resident, the Participant may hold stock outside France provided the Participant declares all foreign bank and brokerage accounts on an annual basis (including the accounts that were open and those that were closed during the tax year) on a specific form in the Participant's income tax return.

Securities Law

This offer does not require a prospectus to be submitted for approval to the Autorité des marchés financiers ("AMF"). The Participant may take part in the offer solely for his or her own account and any financial instruments thus acquired cannot be distributed directly or indirectly to the public otherwise than in accordance with Articles L. 411-1, L. 411-2, L. 412-1 and L. 621-8 to L. 621-8-3 of the French Monetary and Financial Code. The information provided to the Participant in this Agreement, the Plan or other documents supplied to the Participant in connection with the offer to the Participant of the Stock Units is provided as factual information only and as such is not intended to induce the Participant to accept to enter into this Agreement. Any such information does not give or purport to give any indication of the likely future financial success or performance of the Company and historical financial information gives no indication of future financial performance. The Stock Units are not intended to qualify for the favorable tax and social security treatment in France applicable to options granted under Sections L. 225-177 to L. 225-186-1 of the French Commercial Code. Should the Participant be in any doubt as to the contents of the offer of this Stock Unit award or what course of action to take in relation to the offer, the Participant is recommended to immediately seek his or her own personal financial advice from his or her stockbroker, bank manager, solicitor, accountant or other independent financial advisor duly authorized by the competent authorities or bodies.

Data Protection

The Company and the Participant's Employer will hold, collect and otherwise process certain data as set out in the Employer's Employee Privacy Policy which has been or will be provided to the Participant separately. All personal data will be treated in accordance with applicable data protection laws and regulations.

French Language Provision.

By signing and returning this Agreement, the Participant confirms having read and understood the documents relating to the Plan and the Agreement which were provided to the Participant in English language. The Participant accepts the terms of those documents accordingly.

French translation: *En signant et renvoyant ce Contrat vous confirmez ainsi avoir lu et compris les documents relatifs au Plan qui vous ont été communiqués en langue anglaise. Vous en acceptez les termes en connaissance de cause.*

GERMANY

Tax Indemnity

The Participant agrees to indemnify and keep indemnified the Company, any Subsidiary and his/her employing company (the “Employer”), if different, from and against any liability for or obligation to pay any Tax Liability (a “Tax Liability” being any liability for income tax, withholding tax and any other employment related taxes in any jurisdiction, including but not limited to wage tax, solidarity surcharge, church tax or social security contributions) that is attributable to (1) the grant or settlement of, or any benefit derived by the Participant from, the Stock Units, (2) the acquisition by the Participant of the Shares on settlement of the Stock Units, or (3) the disposal of any Shares.

Exchange Control Information

Cross-border payments in excess of €12,500 must be reported monthly to the German Federal Bank. If the Participant uses a German bank to transfer a cross-border payment in excess of €12,500 in connection with the sale of Shares acquired under the Plan, the bank will make the report for the Participant. In addition, the Participant must report any receivables, payables, or debts in foreign currency exceeding an amount of €5,000,000 on a monthly basis. Finally, the Participant must report on an annual basis if the Participant holds Shares that exceed 10% of the total voting capital of the Company.

Data Protection

The Company and the Participant’s Employer will hold, collect and otherwise process certain data as set out in the Employer’s Employee Privacy Policy which will be provided to the Participant separately. All personal data will be treated in accordance with applicable data protection laws and regulations.

ISRAEL

Data Protection

Nothing in this Agreement or the Plan limits the obligations under the Privacy Protection Act, 5741-1981 (“PPA”) Chapter B.

The Participant acknowledges that the Company and its Subsidiaries may make the Data available to public authorities where required under locally applicable law.

SPAIN

Tax Withholding

The Participant agrees to indemnify and keep indemnified the Company, any Subsidiary and his/her employing company (the “Employer”), if different, from and against any liability for or obligation to pay any Tax Liability (a “Tax Liability” being any liability for income tax, withholding tax and any other employment related taxes in any jurisdiction, including but not limited to wage tax, solidarity surcharge, or social security contributions) that is attributable to (1) the grant or settlement of, or any benefit derived by the Participant from, the Stock Units, (2) the acquisition by the Participant of the Shares on settlement of the Stock Units, or (3) the disposal of any Shares.

The Stock Units cannot be settled until the Participant has made such arrangements as the Company may require for the satisfaction of any Tax Liability that may arise in connection with the vesting and settlement of the Stock Units and/or the acquisition of the Shares by the Participant. The Company shall not be required to issue, allot or transfer Shares until the Participant has satisfied this obligation.

Whenever the Stock Units become vested or are settled in Shares, the Company shall notify the Participant of the amount of tax, if any, which must be withheld by the Company, any Subsidiary or the Employer, if different, under all applicable tax laws. At the discretion of the Company, the Stock Units cannot be settled until the Participant has entered into an election with the Company, to either (a) remit a cash payment of the required amount of taxes to the Company, a Subsidiary or the Employer, as applicable; or (b) authorize the deduction of such amount from the Participant's compensation (including, for the avoidance of doubt, other compensation that may be owed to the Participant by the Company, any Subsidiary or the Employer in connection with the performance of Services or otherwise due). Notwithstanding the prior sentence, with the consent of the administrator of the Plan, if relevant, and subject to any applicable legal conditions or restrictions, the Company or Subsidiary or Employer, as applicable, shall, upon the Participant's request, accept surrender of a whole number of Shares issued hereunder (or other Shares held by the Participant) having a Fair Market Value, determined as of the date the amount of tax to be withheld is to be determined pursuant to any applicable tax laws (the "Tax Date"), not in excess of the minimum of tax required to be withheld by law to cover all or a portion of the applicable withholding taxes (with the remainder paid pursuant to the preceding sentence). In case the Participant purports to be entitled to any tax reduction or allowance in connection with income derived from the Stock Units, it shall promptly notify such circumstance to the Company, which shall factor, to the extent permitted by the applicable tax laws, the applicability of such reduction or allowance in the assessment of taxes to be withheld, subject in any event to the Participant's compliance with any requirements imposed under applicable tax laws for their applicability (including the submission of tax forms or statements required to be delivered to the Company, a Subsidiary or the Employer, as applicable). Request for such surrender shall be made in writing in a form acceptable to the administrator of the Plan, if relevant, and shall be subject to the following restrictions: (i) the election must be made on or prior to the applicable Tax Date and (ii) once made, the election shall be irrevocable as to the particular Shares for which the election is made. Any adverse consequences to the Participant arising in connection with the share withholding procedure set forth herein, or with any representation made by the Participant relevant for the assessment of applicable withholding taxes, shall be the sole responsibility of the Participant.

Exchange Control and Tax Information Obligations

If the Participant acquires Shares issued pursuant to the Stock Units, the Participant must declare the acquisition of such securities to the Spanish *Dirección General de Política Comercial y de Inversiones Extranjeras*, by filing the corresponding D-5 form, within the following month to the date of acquisition of the Shares. This declaration is provided to the Ministry of Economy and Competitiveness for statistical purposes only.

In the event that the Shares acquired pursuant to the Plan and this Agreement represent more than 10% of the share capital of the Company and, provided that the net equity of the Company exceeds the statutory threshold, the Participant will have to make an annual declaration to the Spanish *Dirección General de Política Comercial y de Inversiones Extranjeras* about the development of the investment in non-resident entities by filing the corresponding D-8 form, within the first nine months of each calendar year.

In addition, in case the value of the assets held by the Participant in non-resident companies, including the Shares of the Company or the balance of transactions with non-resident companies,

including the Company, exceeds the statutory threshold, the Participant must also periodically file a declaration of foreign transactions with the Statistics Department of the Bank of Spain. The periodicity of such filings will be determined by the amount of the transactions or balances held with non-resident entities.

Participants should consult their own tax advisors in relation to the tax implications derived from the award, holding or disposal of Stock Units or Shares, and of their potential relocation to any other jurisdiction. The Company does not assume any responsibility therefor. The holding of certain rights or assets located overseas may be required to be reported on an annual basis by means of filing an information tax form (currently tax form number 720) and may be subject to Net Wealth Tax (*Impuesto sobre el Patrimonio*).

Data Privacy

The Company and the Participant's Employer will hold, collect and otherwise process certain data as set out in the Employer's Employee Privacy Policy which will be provided to the Participant separately. All personal data will be treated in accordance with applicable data protection laws and regulations.

UNITED KINGDOM

Employee Share Scheme

The Agreement forms the rules of the employee share scheme applicable to the United Kingdom based Participants of the Company and any Subsidiaries. Only employees of the Company or any Subsidiary of the Company are eligible to be granted Stock Units or be issued Shares under the Agreement. Other service providers (including Consultants or Outside Directors) who are not employees are not eligible to receive Stock Units under the Agreement in the United Kingdom. Accordingly, all references in the Agreement to the Participant's service or termination of Service shall be interpreted as references to the Participant's employment or termination of employment.

Special Tax Consequences

The Participant agrees to indemnify and keep indemnified the Company, any Subsidiary and his/her employing company (the "Employer"), if different, from and against any liability for or obligation to pay any Tax Liability (a "Tax Liability" being any liability for income tax, withholding tax and any other employment related taxes, employee's National Insurance contributions or employer's National Insurance contributions or equivalent social security contributions in any jurisdiction) that is attributable to (1) the grant or settlement of, or any benefit derived by the Participant from, the Stock Units, (2) the acquisition by the Participant of the Shares on the settlement of the Stock Units, or (3) the disposal of any Shares.

The Stock Units cannot be settled until the Participant has made such arrangements as the Company may require for the satisfaction of any Tax Liability that may arise in connection with the vesting and settlement of the Stock Units and/or the acquisition of the Shares by the Participant. The Company shall not be required to issue, allot or transfer Shares until the Participant has satisfied this obligation.

At the discretion of the Company, the Stock Units cannot be settled until the Participant has entered into an election with the Company (or his/her employer) (as appropriate) in a form approved by the Company and Her Majesty's Revenue & Customs (a "Joint Election") under which any liability of the Company and/or the employer for employer's national insurance

contributions arising in respect of the granting, vesting, settlement of or other dealing in the Stock Units, or the acquisition of Shares on the settlement of the Stock Units, is transferred to and met by the Participant.

The Participant undertakes that, upon request by the Company, he/she will join with his/her Employer in electing, pursuant to Section 431(1) of the Income Tax (Earnings and Pensions) Act 2003 (“ITEPA”) that, for relevant tax purposes, the market value of the Shares acquired on any occasion will be calculated as if the shares were not restricted and Sections 425 to 430 (inclusive) of ITEPA are not to apply to such shares.

The Participant agrees that if the Participant does not pay or the Participant’s Employer or the Company does not withhold from the Participant the full amount of all taxes applicable to the taxable income of the Participant resulting from the grant of the Stock Units, the vesting of the Stock Units, or the issuance of Shares (the “Tax-Related Items”) that the Participant owes due to the vesting of the Stock Units, or the release or assignment of the Stock Units for consideration, or the receipt of any other benefit in connection with the Stock Units (the “Taxable Event”) within 90 days after the Taxable Event, or such other period specified in Section 222(1)(c) of the U.K. Income Tax (Earnings and Pensions) Act 2003, then the amount that should have been withheld shall constitute a loan owed by the Participant to the Employer, effective 90 days after the Taxable Event. The Participant agrees that the loan will bear interest at HMRC’s official rate and will be immediately due and repayable by the Participant, and the Company and/or the Employer may recover it at any time thereafter by withholding the funds from salary, bonus or any other funds due to the Participant by the Employer, by withholding in Shares issued upon vesting and settlement of the Stock Units or from the cash proceeds from the sale of Shares or by demanding cash or a cheque from the Participant. The Participant also authorizes the Company to delay the issuance of any Shares to the Participant unless and until the loan is repaid in full.

Notwithstanding the foregoing, if the Participant is an officer or executive director (as within the meaning of Section 13(k) of the U.S. Securities and Exchange Act of 1934, as amended), the terms of the immediately foregoing provision will not apply. In the event that the Participant is an officer or executive director and Tax-Related Items are not collected from or paid by the Participant within 90 days of the Taxable Event, the amount of any uncollected Tax-Related Items may constitute a benefit to Participant on which additional income tax and National Insurance contributions may be payable. The Participant acknowledges that the Company or the Employer may recover any such additional income tax and national insurance contributions at any time thereafter.

Data Privacy

The Company and the Participant’s Employer will hold, collect and otherwise process certain data as set out in the Employer’s Employee Privacy Policy which will be provided to the Participant separately. All personal data will be treated in accordance with applicable data protection laws and regulations.

