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

FORM 8-K

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

Date of Report (Date of earliest event reported): January 5, 2021

EXACT SCIENCES CORPORATION

(Exact Name of Registrant as Specified in Charter)

Delaware	**001-35092**	**02-0478229**
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)

5505 Endeavor Lane
Madison, WI 53719
(Address of Principal Executive Offices)(Zip Code)

Registrant's telephone number, including area code: (608) 284-5700

Not Applicable
(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, $0.01 par value per share	EXAS	The Nasdaq Stock Market LLC

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

Emerging growth company ☐

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

Item 2.02 Results of Operations and Financial Condition

On January 5, 2021, Exact Sciences Corporation (the "Company") provided preliminary guidance that it expects to exceed consensus fourth quarter 2020 forecasts for each of total revenue (FactSet consensus estimate $427 million), Screening revenue (FactSet consensus estimate $230 million), Precision Oncology revenue (FactSet consensus estimate $104 million), and COVID-19 testing revenue (FactSet consensus estimate $92 million).

The Company has not completed preparation of its financial statements for the fourth quarter or full year of 2020. The financial guidance presented herein for the quarter ended December 31, 2020 is preliminary and unaudited and is thus inherently uncertain and subject to change as the Company completes its financial results. The Company is in the process of completing its customary year-end close and review procedures as of and for the year ended December 31, 2020, and there can be no assurance that the Company's final results for this period will not differ from the preliminary guidance presented herein. During the course of the preparation of the Company's consolidated financial statements and related notes as of and for the year ended December 31, 2020, the Company or its independent registered public accountants may identify items that could cause the Company's final reported results to be materially different from the preliminary guidance presented herein.

The Company expects to provide additional preliminary financial information prior to its January 13, 2021 presentation at the J.P. Morgan Healthcare Conference.

Item 5.02 Departure of Directors or Principal Officers; Election of Directors; Appointment of Principal Officers

On January 5, 2021, Mark Stenhouse departed from his position as the Company's General Manager, Screening. Pat Setji, the Company's Vice President, Business Operations, will succeed Mr. Stenhouse until a permanent replacement is named. Ms. Setji has served in multiple sales and marketing leadership roles at Pfizer, Eli Lilly and the Company during the last 20 years. In connection with his departure, Mr. Stenhouse will assist with the transition as an advisor and remain a non-executive employee of the Company through March 31, 2021.

Item 7.01 Regulation FD Disclosure

On January 5, 2021, the Company issued a press release announcing the completion of its previously announced acquisition (the "Acquisition") of Thrive Earlier Detection Corp. ("Thrive"). See Item 8.01 below. A copy of the press release is attached hereto as Exhibit 99.1 and is incorporated by reference herein.

Item 8.01 Other Events

On January 5, 2021, the Company completed the Acquisition pursuant to the Agreement and Plan of Merger, dated October 26, 2020 (the "Merger Agreement") by and among the Company, certain subsidiaries of the Company, Thrive, and Shareholder Representative Services, LLC, solely in its capacity as holders' representative.

Pursuant to the terms of the Merger Agreement, at the closing of the Acquisition, the Company paid, for the benefit of the stockholders and other holders of securities of Thrive, upfront consideration consisting of approximately $590 million in cash and 9,323,266 shares of the Company's common stock. Pursuant to the Merger Agreement, additional consideration of up to $450 million of cash may become payable upon the achievement of certain milestones related to the development and commercialization of a blood-based, multi-cancer screening test (the "Earnout Consideration"). Pursuant to the Merger Agreement, outstanding Thrive stock options, restricted stock awards and restricted stock units were converted into Company stock options, restricted stock awards and restricted stock units covering a total of 1,635,871 shares of Company common stock, and the right to receive the applicable portion of any Earnout Consideration that becomes payable subject to vesting prior to the time of achievement of the applicable milestone.

The cash portion of the purchase price was funded through the Company's available cash and cash equivalents.

A copy of the Merger Agreement was filed as Exhibit 2.1 to the Company's Current Report on Form 8-K filed on October 27, 2020 and is incorporated herein by reference. The related First Amendment to Agreement and Plan of Merger dated December 23, 2020 and Second Amendment to Agreement and Plan of Merger dated January 4, 2021 (the "Merger Agreement Amendments") are filed herewith as Exhibits 2.1 and 2.2, respectively, and are incorporated herein by reference. The foregoing summary of the Merger Agreement does not purport to be complete and is qualified in its entirety by reference to the Merger Agreement and the Merger Agreement Amendments.

On January 5, 2021, the Company announced that Matt Franklin and Semi Trotto will manage the Company's Precision Oncology and Thrive teams, respectively. Prior to their appointments, Mr. Franklin served as Thrive's Chief Commercial Officer and Ms. Trotto served as Thrive's Chief People Officer.

9.01 Financial Statements and Exhibits

The exhibits furnished as a part of this Current Report on Form 8-K are listed in the Exhibit Index attached hereto and incorporated herein by reference.

The information furnished in this Current Report on Form 8-K under items 2.02 and 7.01, including Exhibit 99.1 attached hereto, shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934 (the "Exchange Act") or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference into any filing under the Securities Act of 1933 or the Exchange Act, except as expressly set forth by specific reference in such filing.

Exhibit No.	Exhibit Description
2.1	First Amendment to Agreement and Plan of Merger dated December 23, 2020
2.2	Second Amendment to Agreement and Plan of Merger dated January 4, 2021
99.1	Press Release, dated as of January 5, 2021, issued by Exact Sciences Corporation
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

SIGNATURES

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

EXACT SCIENCES CORPORATION

Date: January 5, 2021

By: /s/ Jeffrey T. Elliott
Jeffrey T. Elliott
Chief Financial Officer

Exhibit 2.1

AMENDMENT TO AGREEMENT AND PLAN OF MERGER

This AMENDMENT TO AGREEMENT AND PLAN OF MERGER (this "Amendment") is made and entered into as of December 23, 2020, by and among: (i) Exact Sciences Corporation, a Delaware corporation ("Parent"); (ii) Eagle Merger Sub I, Inc., a Delaware corporation and a wholly-owned, direct subsidiary of Parent ("First Merger Sub"); (iii) Eagle Merger Sub II, LLC, a Delaware limited liability company and a wholly-owned, direct subsidiary of Parent ("Second Merger Sub" and with First Merger Sub, each a "Merger Sub" and together, the "Merger Subs"); (iv) Thrive Earlier Detection Corp., a Delaware corporation (the "Company"); and (v) Shareholder Representative Services LLC, a Colorado limited liability company, solely in its capacity as the Representative. Capitalized terms used but not defined herein shall have the respective meanings given to such terms in the Merger Agreement (as defined below).

RECITALS

A. Parent, the Merger Subs, the Company and the Representative entered into an Agreement and Plan of Merger (as amended, restated, supplemented or otherwise modified prior to the date hereof in accordance with the terms therein, the "Merger Agreement"), dated as of October 26, 2020, pursuant to which, among other things: (i) the Company, Parent and First Merger Sub intend to effect a merger of First Merger Sub with and into the Company (the "First Merger"), on the terms and subject to the conditions set forth in the Merger Agreement and in accordance with the General Corporation Law of the State of Delaware (the "DGCL"), and (ii) promptly following the First Merger and as part of the same overall transaction, the Company, Parent and Second Merger Sub intend to effect a merger of the Company with and into Second Merger Sub (the "Second Merger" and, together with the First Merger, the "Mergers") in accordance with this Agreement, the DGCL and the Delaware Limited Liability Company Act (the "DLLCA").

B. Section 9.10 of the Merger Agreement provides that the Merger Agreement (i) may be amended with the approval of the respective boards of directors of the parties at any time prior to the Closing Date, subject to the further approval of the Company Stockholders to the extent required by applicable Law, and (ii) may not be amended except by an instrument in writing signed on behalf of each of Parent, the Merger Subs, the Company and the Representative.

C. The Key Stockholders delivered to Parent and the Company the Stockholder Written Consent and the Key Stockholder Support Agreements concurrently with the execution of the Merger Agreement, and the Stockholder Written Consent provided that it became effective immediately following the signing of the Merger Agreement.

D. The Key Stockholder Support Agreements and Stockholder Support Agreements provided a proxy to Parent to vote at any meeting of the Company Stockholders or to execute a written or electronic consent in lieu thereof in favor of the approval and adoption of the Merger Agreement (including, for purposes of the proxy described therein, as it may be modified or amended from time to time).

E. The parties hereto desire to amend the terms of the Merger Agreement as set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained in this Amendment and in the Merger Agreement and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Amendment to Merger Agreement.

(a) Definitions. The following definitions set forth in Section 1.2 of the Merger Agreement are hereby amended and restated in their entirety as follows:

"Per Share Stock Election Consideration" means a number of shares of Parent Common Stock equal to the quotient of (i) the Per Share Cash Election Consideration, divided by (ii) the Parent Stock Price.

"Total Cash Election Consideration" means the product of (i) the Total Cash Election Shares multiplied by (ii) the Per Share Cash Election Consideration.

"Total Upfront Cash Election Consideration" means the product of (i) the Total Cash Election Shares, multiplied by (ii) the Per Share Cash Election Consideration.

(b) Section 2.6(c)(i)(A) of the Merger Agreement. Section 2.6(c)(i)(A) is hereby amended and restated in its entirety as follows:

(A) a certificate or book entry reflecting, for such share of Company Capital Stock with respect to which a Mixed Election is made, an amount of shares of Parent Common Stock equal to the Per Share Upfront Stock Consideration;

(c) Section 2.6(c)(i)(B) of the Merger Agreement. Section 2.6(c)(i)(B) is hereby amended and restated in its entirety as follows:

(B) an amount of cash equal to, for such share of Company Capital Stock with respect to which a Mixed Election is made, the Per Share Upfront Cash Consideration;

(d) Section 2.6(c)(ii)(A) of the Merger Agreement. Section 2.6(c)(ii)(A) is hereby amended and restated in its entirety as follows:

(A) an amount of cash equal to the Per Share Cash Election Consideration.

(e) Section 2.6(d)(ii) of the Merger Agreement. Section 2.6(d)(ii) is hereby amended to add the following after the first sentence thereof:

An election on the Election Form to specify a number of Stock Election Shares and Cash Election Shares that is other than in the 65%/35% proportion in which stock and cash would be paid under Sections 2.6(c)(i)(A) and (B) shall cause such Stock Election Shares and Cash Election Shares to receive the same economics as shares elected to be treated under the Stock Election and Cash Election, respectively (and assuming the value of the Parent Common Stock is $99.00 per share).

2. Effect of Amendment. This Amendment shall form a part of the Merger Agreement for all purposes, and each party thereto and hereto shall be bound hereby. From and after the execution of this Amendment by the parties hereto, each reference in the Merger Agreement to "this Agreement," "hereof," "hereunder," "herein," "hereby" or words of like import referring to the Merger Agreement shall mean and be a reference to the Merger Agreement as amended by this Amendment.

3. Full Force and Effect. Except as expressly amended hereby, each term, provision, exhibit and schedule of the Merger Agreement is hereby ratified and confirmed and remains in full force and effect. This Amendment may not be amended except by an instrument in writing signed by the parties hereto. Except as expressly set forth herein, the execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of the parties to the Merger Agreement, nor constitute a waiver of any provision of the Merger Agreement (or an agreement to agree to any future amendment, waiver or consent).

4. Counterparts; Electronic Delivery. This Amendment may be executed in one or more counterparts (including by means of fax, email, Portable Document Format (PDF) file, Joint Photographic Experts Group (JPEG) file or other electronic transmissions), each of which shall be deemed an original but all of which, when taken together, will constitute one and the same agreement. No party shall raise the use of fax, email or other electronic transmission to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of fax, email, PDF, JPEG or other electronic transmission as a defense to the formation or enforceability of this Amendment, and each party forever waives any such defense.

5. Additional Miscellaneous Terms. The provisions of Article IX (Miscellaneous) of the Merger Agreement shall apply *mutatis mutandis* to this Amendment, and to the Merger Agreement as modified by this Amendment, taken together as a single agreement, reflecting the terms as modified hereby.

[*Signature page follows.*]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first written above.

Parent:

EXACT SCIENCES CORPORATION

By: /s/ Kevin T. Conroy
Name: Kevin T. Conroy
Title: President and Chief Executive Officer

First Merger Sub:

EAGLE MERGER SUB I, INC.

By: /s/ Kevin T. Conroy
Name: Kevin T. Conroy
Title: President and Chief Executive Officer

Second Merger Sub:

EAGLE MERGER SUB II, LLC

By: Exact Sciences Corporation, its Sole Member

By: /s/ Kevin T. Conroy
Name: Kevin T. Conroy
Title: President and Chief Executive Officer

Company:

THRIVE EARLIER DETECTION CORP.

By: /s/ David Daly
Name: David Daly
Title: President and Chief Executive Officer

Representative:

SHAREHOLDER REPRESENTATIVE SERVICES LLC, solely in its capacity as the Representative

By: /s/ Kip Wallen
Name: Kip Wallen
Title: Director

[Signature Page to Amendment to Agreement and Plan of Merger]

Exhibit 2.2

SECOND AMENDMENT TO AGREEMENT AND PLAN OF MERGER

This SECOND AMENDMENT TO AGREEMENT AND PLAN OF MERGER (this "Amendment") is made and entered into as of January 4, 2021, by and among: (i) Exact Sciences Corporation, a Delaware corporation ("Parent"); (ii) Eagle Merger Sub I, Inc., a Delaware corporation and a wholly-owned, direct subsidiary of Parent ("First Merger Sub"); (iii) Eagle Merger Sub II, LLC, a Delaware limited liability company and a wholly-owned, direct subsidiary of Parent ("Second Merger Sub" and with First Merger Sub, each a "Merger Sub" and together, the "Merger Subs"); (iv) Thrive Earlier Detection Corp., a Delaware corporation (the "Company"); and (v) Shareholder Representative Services LLC, a Colorado limited liability company, solely in its capacity as the Representative. Capitalized terms used but not defined herein shall have the respective meanings given to such terms in the Merger Agreement (as defined below).

RECITALS

A. Parent, the Merger Subs, the Company and the Representative entered into an Agreement and Plan of Merger (as amended, restated, supplemented or otherwise modified prior to the date hereof in accordance with the terms therein, the "Merger Agreement"), dated as of October 26, 2020, pursuant to which, among other things: (i) the Company, Parent and First Merger Sub intend to effect a merger of First Merger Sub with and into the Company (the "First Merger"), on the terms and subject to the conditions set forth in the Merger Agreement and in accordance with the General Corporation Law of the State of Delaware (the "DGCL"), and (ii) promptly following the First Merger and as part of the same overall transaction, the Company, Parent and Second Merger Sub intend to effect a merger of the Company with and into Second Merger Sub (the "Second Merger" and, together with the First Merger, the "Mergers") in accordance with this Agreement, the DGCL and the Delaware Limited Liability Company Act (the "DLLCA").

B. Section 9.10 of the Merger Agreement provides that the Merger Agreement (i) may be amended with the approval of the respective boards of directors of the parties at any time prior to the Closing Date, subject to the further approval of the Company Stockholders to the extent required by applicable Law, and (ii) may not be amended except by an instrument in writing signed on behalf of each of Parent, the Merger Subs, the Company and the Representative.

C. The Key Stockholders delivered to Parent and the Company the Stockholder Written Consent and the Key Stockholder Support Agreements concurrently with the execution of the Merger Agreement, and the Stockholder Written Consent provided that it became effective immediately following the signing of the Merger Agreement.

D. The Key Stockholder Support Agreements and Stockholder Support Agreements provided a proxy to Parent to vote at any meeting of the Company Stockholders or to execute a written or electronic consent in lieu thereof in favor of the approval and adoption of the Merger Agreement (including, for purposes of the proxy described therein, as it may be modified or amended from time to time).

E. The parties hereto desire to amend the terms of the Merger Agreement as set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained in this Amendment and in the Merger Agreement and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Amendment to Merger Agreement. Section 7.1(a)(iv) is hereby amended and restated in its entirety as follows:

(iv) (A) any Company Debt to the extent unpaid as of Closing and not included in the Net Closing Cash Adjustment Amount; and (B) any "Success Payment" Liability actually payable pursuant to, and as defined in, the JHU License Agreement (as such agreement is in existence on the Closing Date), to the extent unpaid as of Closing and not included in the Net Closing Cash Adjustment Amount, whether payable by the Company Group or its successors (including the Surviving Entity) prior to or after Closing;

2. Effect of Amendment. This Amendment shall form a part of the Merger Agreement for all purposes, and each party thereto and hereto shall be bound hereby. From and after the execution of this Amendment by the parties hereto, each reference in the Merger Agreement to "this Agreement," "hereof," "hereunder," "herein," "hereby" or words of like import referring to the Merger Agreement shall mean and be a reference to the Merger Agreement as amended by this Amendment.

3. Full Force and Effect. Except as expressly amended hereby, each term, provision, exhibit and schedule of the Merger Agreement is hereby ratified and confirmed and remains in full force and effect. This Amendment may not be amended except by an instrument in writing signed by the parties hereto. Except as expressly set forth herein, the execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of the parties to the Merger Agreement, nor constitute a waiver of any provision of the Merger Agreement (or an agreement to agree to any future amendment, waiver or consent).

4. Counterparts; Electronic Delivery. This Amendment may be executed in one or more counterparts (including by means of fax, email, Portable Document Format (PDF) file, Joint Photographic Experts Group (JPEG) file or other electronic transmissions), each of which shall be deemed an original but all of which, when taken together, will constitute one and the same agreement. No party shall raise the use of fax, email or other electronic transmission to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of fax, email, PDF, JPEG or other electronic transmission as a defense to the formation or enforceability of this Amendment, and each party forever waives any such defense.

5. Additional Miscellaneous Terms. The provisions of Article IX (Miscellaneous) of the Merger Agreement shall apply *mutatis mutandis* to this Amendment, and to the Merger Agreement as modified by this Amendment, taken together as a single agreement, reflecting the terms as modified hereby.

[*Rest of page intentionally blank. Signature page follows.*]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first written above.

Parent:

EXACT SCIENCES CORPORATION

By: /s/ Kevin T. Conroy
Name: Kevin T. Conroy
Title: President and Chief Executive Officer

First Merger Sub:

EAGLE MERGER SUB I, INC.

By: /s/ Kevin T. Conroy
Name: Kevin T. Conroy
Title: President and Chief Executive Officer

Second Merger Sub:

EAGLE MERGER SUB II, LLC

By: Exact Sciences Corporation, its Sole Member

By: /s/ Kevin T. Conroy
Name: Kevin T. Conroy
Title: President and Chief Executive Officer

Company:

THRIVE EARLIER DETECTION CORP.

By: /s/ David Daly
Name: David Daly
Title: President and Chief Executive Officer

Representative:

SHAREHOLDER REPRESENTATIVE SERVICES LLC, solely in its capacity as the Representative

By: /s/ Kip Wallen
Name: Kip Wallen
Title: Director

[Signature Page to Second Amendment to Agreement and Plan of Merger]

Exhibit 99.1

Exact Sciences Contacts
Investor Relations:
Megan Jones
meganjones@exactsciences.com
608-535-8815

Media:
Katie Boyce
kboyce@exactsciences.com
608-710-3903

For Immediate Release

Exact Sciences Completes Acquisition of Thrive Earlier Detection,
Creating a Leader in Blood-Based, Multi-Cancer Screening

MADISON, Wis., – January 5, 2021 – Exact Sciences Corp. (Nasdaq: EXAS) today announced that it has completed its previously announced acquisition of Thrive Earlier Detection Corp. ("Thrive").

"Bringing Thrive into the Exact Sciences family marks a giant leap toward blood-based, multi-cancer screening becoming a reality and eventually the standard of care," said Kevin Conroy, chairman and CEO of Exact Sciences. "Today is an important one in Exact's history as we continue to lead cancer diagnostics and transform the future for millions of patients through earlier detection and treatment guidance. On behalf of everyone at Exact Sciences, I'd like to welcome the talented Thrive team and express my excitement for the future of our company."

About Exact Sciences Corp.

A leading provider of cancer screening and diagnostic tests, Exact Sciences relentlessly pursues smarter solutions providing the clarity to take life-changing action, earlier. Building on the success of Cologuard and Oncotype DX, Exact Sciences is investing in its product pipeline to take on some of the deadliest cancers and improve patient care. Exact Sciences unites visionary collaborators to help advance the fight against cancer. For more information, please visit the company's website at www.ExactSciences.com, follow Exact Sciences on Twitter @ExactSciences, or find Exact Sciences on Facebook.

Forward-Looking Statement

This news release contains forward-looking statements concerning our expectations, anticipations, intentions, beliefs or strategies regarding the future. These forward-looking statements are based on assumptions that we have made as of the date hereof and are subject to known and unknown risks and uncertainties that could cause actual results, conditions and events to differ materially from those anticipated. Therefore, you should not place undue reliance on forward-looking statements. Examples of forward-looking statements include, among others, statements we make regarding expected future operating results; our strategies, positioning, resources, capabilities and expectations for future events or performance; and the anticipated benefits of our acquisitions, including estimated synergies and other financial impacts.

Important factors that could cause actual results, conditions and events to differ materially from those indicated in the forward-looking statements include, among others, the following: uncertainties associated with the coronavirus (COVID-19) pandemic, including its possible effects on our operations, including our supply chain and clinical studies, and the demand for our products and services; our ability to efficiently and flexibly manage our business amid uncertainties related to COVID-19; our ability to successfully and profitably market our products and services; the acceptance of our products and services by patients and healthcare providers; our ability to meet demand for our products and services; the willingness of health insurance companies and other payers to cover our products and services and adequately reimburse us for such products and services; the amount and nature of competition for our products and services; the effects of any judicial, executive or legislative action affecting us or the healthcare system; recommendations, guidelines and quality metrics issued by various organizations regarding cancer screening or our products and services; our ability to successfully develop new products and services and assess potential market opportunities; our ability to effectively enter into and utilize strategic partnerships, such as through our Promotion Agreement with Pfizer, Inc., and acquisitions; our success establishing and maintaining collaborative, licensing and supplier arrangements; our ability to maintain regulatory approvals and comply with applicable regulations; our ability to manage an international business and our expectations regarding our international expansion and opportunities; the potential effects of foreign currency exchange rate fluctuations and our efforts to hedge such effects; the possibility that the anticipated benefits from our business acquisitions (including the recent acquisitions of Thrive and Base Genomics Limited) will not be realized in full or at all or may take longer to realize than expected; the possibility that costs or difficulties related to the integration of acquired businesses' operations will be greater than expected and the possibility that integration efforts will disrupt our business and strain management time and resources; the outcome of any litigation, government investigations, enforcement actions or other legal proceedings, including in connection with acquisitions; our ability to retain and hire key personnel including employees at businesses we acquire. The risks included above are not exhaustive. Other important risks and uncertainties are described in the Risk Factors sections of our most recent Annual Report on Form 10-K and any subsequent Quarterly Reports on Form 10-Q, and in our other reports filed with the Securities and Exchange Commission. We undertake no obligation to publicly update any forward-looking statement, whether written or oral, that may be made from time to time, whether as a result of new information, future developments or otherwise.