

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, DC 20549

FORM 8-K

CURRENT REPORT

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

September 21, 2018
Date of Report (date of earliest event reported)

OpGen, Inc.
(Exact name of Registrant as specified in its charter)

Delaware
**(State or other jurisdiction of
incorporation or organization)**

001-37367
**(Commission
File Number)**

06-1614015
**(I.R.S. Employer
Identification Number)**

708 Quince Orchard Road, Suite 205
Gaithersburg, MD 20878
(Address of principal executive offices)

(240) 813-1260
(Registrant's telephone number, including area code)

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 (see General Instruction A.2. below):

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

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 [X]

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

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

On September 21, 2018, the Board of Directors (the "Board") of OpGen, Inc. (the "Company") approved a Retention Plan for Executives (the "Retention Plan"). The Company considers the establishment and maintenance of a sound and vital management team to be essential to protecting and enhancing the best interests of the Company and its stockholders. In this connection, the Company recognizes that, as is the case with many publicly held corporations, the possibility of a change in control may arise and that such possibility, and the uncertainty and questions which it may raise among management, may result in the departure or distraction of management personnel to the detriment of the Company and its stockholders. Accordingly, the Board has determined that appropriate steps should be taken to reinforce and encourage the continued attention and dedication of members of the Company's management to their assigned duties without distraction in circumstances arising from the possibility of a change in control of the Company. The executive officers of the Company, as that term is defined under the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder, are the eligible participants in the Retention Plan (the "Executives").

The initial term of the Retention Plan is three (3) years, its term is automatically extended for one (1) year terms thereafter unless the Company provides notice of termination to the Executives at least six (6) months before the termination date; provided, that if a change in control (as defined in the Retention Plan) does occur, the term is then set at two (2) years after the date of the change in control.

The Retention Plan provides for Units to be awarded to the Executives, which can be issued in fractional Units, with each Unit equal to one percent (1%) of the "transaction value" of a change in control transaction. A total of four Units are available for award under the Retention Plan. "Transaction value" means all economic value of a change in control transaction to the Company, including any debt or other obligations assumed by the surviving entity in the transaction, amounts paid to the Company or its stockholders, milestone payments, earn-outs and forgiveness of indebtedness. For purposes of this definition, (i) in the case of the sale, exchange or purchase of the Company's equity securities, the total consideration paid for such securities (including amounts paid to holders of options, warrants and convertible securities), and (ii) in the case of a sale or disposition by the Company of assets, the total consideration paid for such assets, plus the net value of any current assets not sold by the Company.

The Units will vest and be payable only in the event an Executive has a "qualifying termination" during a defined change in control period, or remains employed by the Company or its successor at the termination date of the Retention Plan. A "qualifying termination" is a termination without cause by the Company or a termination for good reason by the Executive in the change in control period that spans from six (6) months before the change in control to the second anniversary after the change in control consummation.

The Retention Plan is binding on any successor to the Company.

The foregoing description is not complete and is qualified by reference to the terms of the Retention Plan, which is filed with this Form 8-K as Exhibit 10.1 and incorporated herein by reference.

On September 24, 2018, the Company entered into an Executive Change In Control and Severance Benefits Agreement with Evan Jones, its Chief Executive Officer, and amended its Executive Change In Control and Severance Benefits Agreement (each, an "Agreement"), with each of Timothy C. Dec, its Chief Financial Officer, and Vadim Sapiro, its Chief Information Officer.

The Agreement with Mr. Jones is a new agreement that provides that, in the event of a termination without cause by the Company or a termination for good reason by Mr. Jones, he will receive severance equal to six (6) months base salary at the time of termination. In addition, if Mr. Jones' employment is terminated without cause by the Company or any successor, or by Mr. Jones for good reason at any time within two years after a change of control of the Company, he shall receive the following additional benefits: (1) the severance payment obligation is increased to twelve (12) months; (2) acceleration, vesting and lapse of forfeiture on any outstanding equity awards granted to the Executive, and, if applicable, extended time to exercise vested stock options; and (3) payment by the Company or its successor, for a period of six (6) months, of health benefits for the Executive and/or the Executive's family at levels substantially equal to those which would have been provided to him or them in accordance with the plans, programs, practices and policies in effect as of the date immediately before the change in control consummation date.

The Agreements with the other Executives amend prior agreements to provide the same terms as described above.

The foregoing is a summary of the principal terms of the Agreements. The Agreements are attached to this Form 8-K as Exhibits 10.2, 10.3 and 10.4, respectively, and are incorporated herein by reference.

Item 9.01 — Financial Statements and Exhibits.

Exhibit No.	Description
<u>10.1</u>	<u>OpGen, Inc. Retention Plan for Executives.</u>
<u>10.2</u>	<u>Executive Change In Control and Severance Benefits Agreement, dated September 24, 2018 between OpGen, Inc. and Evan Jones.</u>
<u>10.3</u>	<u>Executive Change In Control and Severance Benefits Agreement, dated September 24, 2018 between OpGen, Inc. and Timothy C. Dec.</u>
<u>10.4</u>	<u>Executive Change In Control and Severance Benefits Agreement, dated September 24, 2018 between OpGen, Inc. and Vadim Sapiro.</u>

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, thereunto duly authorized.

OpGen, Inc.

Date: September 24, 2018

By: /s/ Timothy C. Dec

Timothy C. Dec

Chief Financial Officer

OpGen, Inc.

Retention Plan for Executives

(Effective September 21, 2018)

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OPGEN, INC.
RETENTION PLAN FOR EXECUTIVES

Article 1. Establishment and Term of the Plan

1.1 Establishment of the Plan. OpGen, Inc. (the "Company") hereby adopts this plan known as the "OpGen, Inc. Retention Plan for Executives" (the "Plan"). The Plan is effective as of September 21, 2018. The Plan provides Change-in-Control Benefits to designated executives of the Company (each an "Executive" and collectively the "Executives") in connection with a Change in Control of the Company.

The Company considers the establishment and maintenance of a sound and vital management team to be essential to protecting and enhancing the best interests of the Company and its stockholders. In this connection, the Company recognizes that, as is the case with many publicly held corporations, the possibility of a Change in Control may arise and that such possibility, and the uncertainty and questions which it may raise among management, may result in the departure or distraction of management personnel to the detriment of the Company and its stockholders.

Accordingly, the Board has determined that appropriate steps should be taken to reinforce and encourage the continued attention and dedication of members of the Company's management to their assigned duties without distraction in circumstances arising from the possibility of a Change in Control of the Company.

1.2 Initial Term. This Plan commenced on September 21, 2018 (the "Effective Date") and shall continue for a period of three (3) years (the "Initial Term").

1.3 Successive Periods. The term of this Plan shall automatically be extended for one (1) additional year at the end of the Initial Term, and then again after each successive one (1) year period thereafter (each such one (1) year period following the Initial Term is referred to as a "Successive Period"). However, the Committee may terminate this Plan at the end of the Initial Term, or at the end of any Successive Period thereafter, by giving the Executives written notice of intent to terminate the Plan, delivered at least six (6) months prior to the end of such Initial Term or Successive Period (such date, the "Notice Deadline"); provided however that the Company may not give such notice at any time when the Company is a party to an agreement which, if consummated, would result in a Change in Control. If such notice is properly delivered by the Company, this Plan shall automatically expire at the end of the Initial Term or Successive Period then in progress.

1.4 Change in Control Renewal. Notwithstanding the provisions of Section 1.3 herein, in the event that a Change in Control of the Company occurs during the Initial Term or any Successive Period, upon the effective date of such Change in Control, the term of this Plan shall automatically and irrevocably be renewed for a period of two (2) years from the effective date of such Change in Control. This Plan shall thereafter automatically terminate following such two (2) year Change in Control renewal period; provided that such termination shall not affect or diminish the rights of Executives who become entitled to benefits or payments under this Plan prior to such termination.

Article 2. Definitions

Whenever used in this Plan, the following terms shall have the meanings set forth below.

- (a) "Accountants" has the meaning set forth in Article 6.
- (b) "Affiliate" means any entity that is, directly or indirectly, controlled by, under common control with or controlling the Company or any entity in which the Company has a significant ownership interest as determined by the Committee.
- (c) "Board" means the Board of Directors of the Company.
- (d) "Cause" means: (i) Executive's commission of a felony; (ii) any act or omission of Executive constituting dishonesty, fraud, immoral or disreputable conduct that causes material harm to the Company; (iii) Executive's violation of Company policy that causes material harm to the Company; (iv) Executive's material breach of any written agreement between Executive and the Company which, if curable, remains uncured after notice; or (v) Executive's breach of fiduciary duty to the Company.
- (e) "Change in Control" means any of the following:
 - (i) A transaction or series of transactions (other than an offering of Common Stock to the general public through a registration statement filed with the Securities and Exchange Commission) whereby any "person" or related "group" of "persons" (as such terms are used in Sections 13(d) and 14(d)(2) of the Exchange Act (other than the Company, any of its subsidiaries, an employee benefit plan maintained by the Company or any of its subsidiaries or a "person" that, prior to such transaction, directly or indirectly controls, is controlled by, or is under common control with, the Company) directly or indirectly acquires beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act) of securities of the Company possessing more than 50% of the total combined voting power of the Company's securities outstanding immediately after such acquisition; or
 - (ii) The consummation by the Company (whether directly involving the Company or indirectly involving the Company through one or more intermediaries) of (x) a merger, consolidation, reorganization, or business combination or (y) a sale or other disposition of all or substantially all of the Company's assets in any single transaction or series of related transactions or (z) the acquisition of assets or stock of another entity, in each case other than a transaction:
 - (A) which results in the Company's voting securities outstanding immediately before the transaction continuing to represent (either by remaining outstanding or by being converted into voting securities of the Company or the person that, as a result of the transaction, controls, directly or indirectly, the Company or owns, directly or indirectly, all or substantially all of the Company's assets or otherwise succeeds to the business of the Company (the Company or such person, the Successor) directly or indirectly, at least a majority of the combined voting power of the Successor's outstanding voting securities immediately after the transaction, and

(B) after which no person or group beneficially owns voting securities representing 50% or more of the combined voting power of the Successor; provided, however, that no person or group shall be treated for purposes of this Section 1(b) as beneficially owning 50% or more of the combined voting power of the Successor solely as a result of the voting power held in the Company prior to the consummation of the transaction; or

(iii) The Company's stockholders approve a liquidation or dissolution of the Company.

In addition, if a Change in Control constitutes a payment event under this Plan that provides for the deferral of compensation and is subject to Code Section 409A, the transaction or event described in subsection (i), (ii) or (iii) with respect to such award (or portion thereof) must also constitute a "change in control event," as defined in Treasury Regulation Section 1.409A-3(i)(5) to the extent required by Code Section 409A.

The Board shall have full and final authority, which shall be exercised in its sole discretion, to determine conclusively whether a Change in Control has occurred pursuant to the above definition, and the date of the occurrence of such Change in Control and any incidental matters relating thereto; provided that any exercise of authority in conjunction with a determination of whether a Change in Control is a "change in control event" as defined in Treasury Regulation Section 1.409A-3(i)(5) shall be consistent with such regulation. If the Board does not consist of at least a majority of directors in office at the Effective Date, or successors nominated by the then-existing Board (the "Continuing Directors"), the determination as to whether a Change in Control has occurred shall be made by the Continuing Directors only.

(f) "Change in Control Period" means the time period that begins six (6) months immediately prior to, and continues until the elapse of twenty-four (24) months immediately following a Change in Control of the Company.

(g) "Change-in-Control Benefits" means the payments under the Units described in Article 3.

(h) "Code" means the United States Internal Revenue Code of 1986, as amended, and any successors thereto, and the regulations thereunder.

(i) "Committee" means the Compensation Committee of the Board or its successor. If no such Committee is in existence, "Committee" means the Board.

(j) "Company" means OpGen Inc., a Delaware corporation, or any successor thereto as provided in Section 8.1 herein. The term "Company" shall include a Subsidiary or Affiliate of OpGen, Inc., including a Subsidiary or Affiliate of OpGen, Inc. by merger, consolidation or liquidation or purchase of assets or stock or similar transaction.

(k) "Delay Period" has the meaning set forth in Section 3.3(b).

(l) "Disability" means that the Executive is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than six (6) months. Whether an Executive has a Disability shall be determined by the Committee. The Committee may rely on any determination that an Executive is disabled for purposes of benefits under any long-term disability plan maintained by the Company in which an Executive participates.

(m) "Effective Date" has the meaning set forth in Section 1.2.

(n) "Effective Date of Termination" means the earlier of (i) the date on which a Qualifying Termination occurs, as defined hereunder, which triggers the payment of Change-in-Control Benefits hereunder, and (ii) the second anniversary of the Change in Control.

(o) "Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

(p) "Executives" means those officers designated by the Board or Committee as the "executive officers" of the Company, as such term is defined under the Exchange Act.

(q) "Good Reason" means any of the following, without Executive's consent: (i) a material diminution of Executive's responsibilities or duties (*provided, however*, that the acquisition of the Company and subsequent conversion of the Company to a division or unit of the acquiring company will not by itself be deemed to be a diminution of Executive's responsibilities or duties); (ii) material reduction in the level of Executive's base salary; (iii) relocation of the office at which Executive is principally based to a location that is more than fifty (50) miles from the location at which Executive performed his or her duties immediately prior to the effective date of a Change in Control; (iv) failure of a Successor in a Change in Control to assume this Plan; or (v) the Company's material breach of any written agreement between Executive and the Company. Notwithstanding the foregoing, any actions taken by the Company to accommodate a disability of Executive or pursuant to the Family and Medical Leave Act shall not be a Good Reason for purposes of this Plan. Additionally, before Executive may terminate employment for a Good Reason, Executive must notify the Company in writing within thirty (30) days after the initial occurrence of the event, condition or conduct giving rise to Good Reason, the Company must fail to remedy or cure the alleged Good Reason within the thirty (30) day period after receipt of such notice if capable of being cured within such thirty-day period, and, if the Company does not cure the Good Reason (or it is incapable of being cured within such thirty-day period), then Executive must terminate employment by no later than thirty (30) days after the expiration of the last day of the cure period (or, if the event condition or conduct is not capable of being cured within such thirty-day period, within thirty (30) days after initial notice to the Company of the violation). Transferring Executive's employment to a Successor is not itself Good Reason to terminate employment under this Plan, provided, however, that subparagraphs (i) through (v) above shall continue to apply to Executive's employment by the Successor. This definition is intended to constitute a "substantial risk of forfeiture" as defined under Treasury Regulation 1.409A-1(d).

- (r) "Initial Term" has the meaning set forth in Section 1.2.
- (s) "Notice Deadline" has the meaning set forth in Section 1.3.
- (t) "Notice of Termination" means a written notice which shall indicate the specific termination provision in this Plan relied upon, and shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Executive's employment under the provision so indicated.
- (u) "Parachute Payment Ratio" shall have the meaning set forth in Article 6.
- (v) "Plan" shall have the meaning set forth in Section 1.1.
- (w) "Proceeding" has the meaning set forth in Section 5.2(a).
- (x) "Qualifying Termination" means, once a Change in Control actually occurs, if such event occurs within the Change in Control Period: (i) a termination of the Executive's employment by the Company other than a termination for Cause, death, or Disability that is, in any case, effected by a Notice of Termination delivered to the Executive by the Company; or (ii) a termination of the Executive's employment for Good Reason pursuant to a Notice of Termination delivered to the Company by the Executive.
- (y) "Release Effective Date" shall have the meaning set forth in Section 3.1(c).
- (z) "Specified Employee" means any Executive described in Code Section 409A(a)(2)(B)(i).
- (aa) "Subsidiary" means any company (other than the Company) in an unbroken chain of companies beginning with the Company, provided each company in the unbroken chain (other than the Company) owns, at the time of determination, stock possessing 50% or more of the total combined voting power of all classes of stock in one of the other companies in such chain.
- (bb) "Successive Period" has the meaning set forth in Section 1.3.
- (cc) "Total Payments" has the meaning set forth in Article 6.
- (dd) "Transaction Value" means all economic value of a Change in Control transaction to the Company, including any debt or other obligations assumed by the surviving entity in the transaction, amounts paid to the Company or its stockholders, milestone payments, earn-outs and forgiveness of indebtedness. For purposes of this definition,
 - (i) in the case of the sale, exchange or purchase of the Company's equity securities, the total consideration paid for such securities (including amounts paid to holders of options, warrants and convertible securities), and

(ii) in the case of a sale or disposition by the Company of assets, the total consideration paid for such assets, plus the net value of any current assets not sold by the Company.

Amounts paid into escrow and contingent payments in connection with any Change in Control transaction, as the case may be, will be included as part of the economic value. Any escrow agreement shall provide that compensation paid under issued Units shall be paid to the Executives at or prior to the payment of such amounts to the Company or its stockholders. Any compensation arising from contingent consideration shall be made when the contingent consideration is paid to the Company or its stockholders. Transaction Value also includes the aggregate amount of any (A) dividends or other distributions declared by the Company with respect to its stock after the date hereof, other than normal recurring cash dividends in amounts not materially greater than currently paid, and (B) amounts paid by the Company to repurchase any securities of the Company outstanding on the date hereof.

If any portion of the Change in Control transaction is paid in the form of securities, the value of such securities, for purposes of calculating the Transaction Value, will be determined as set forth in the definitive agreement or, if not so set forth, by the average of the last sales prices for such securities on the five trading days ending five days prior to the consummation of the Change in Control transaction.

(ee) "Units" means the retention units issued to the Executives under Article 3 of this Plan, each Unit equal to one percent (1%) of the Transaction Value of a Change in Control of the Company. The total Units issued under this Plan at any point in time shall not exceed four percent (4%) of the Transaction Value. The Committee may issue fractional Units to Executives.

Article 3. Retention Benefits

3.1 Issuance of Units. The Committee shall issue Units to the Executives at such times, with or without a term, as it determines to be advisable. If Units are granted with a term, such term shall be automatically extended if, at the stated expiration of the term of the Units, the Company is actively engaged in negotiation of a transaction that, if consummated, would be a Change in Control. If such extension occurs, the term of the Units shall continue until consummation of the Change in Control, and be subject to all protections of this Plan, or shall automatically expire if the proposed transaction is terminated and not consummated. All Units shall be documented with a Units agreement.

(a) **Vesting of Units.** The Units shall vest and become payable only in the event the Executive has a Qualifying Termination during a Change in Control Period, or remains employed by the Company or its successor at the Effective Termination Date. If Units become payable at the Effective Termination Date, payment shall be made in a lump sum within sixty (60) days of such Effective Termination Date, subject to the provisions of Section 3.3 herein.

(b) **No Payment of Change in Control Benefits.** The Executive shall not be entitled to receive payment of Change in Control Benefits under the Units if the Executive's employment with the Company ends for reasons other than a Qualifying Termination, either before or during the Change in Control Period.

(c) **General Release.** As a condition to receiving payment of Change in Control Benefits, the Executive shall be obligated to execute a general waiver and release of claims in favor of the Company, its current and former Subsidiaries, Affiliates and stockholders, and the current and former directors, officers, employees, and agents of the Company and such Subsidiaries and Affiliates substantially in the form attached to this Plan as Exhibit A, and any revocation period for such release must have expired, in each case within sixty (60) days of the date of termination. The date upon which the executed release is no longer subject to revocation shall be referred to herein as the "Release Effective Date". Any payments under Units shall commence only after the Release Effective Date.

3.2 Payment of Change-in-Control Benefits. In the event the Executive becomes entitled to receive Change-in-Control Benefits, as provided in Section 3.1 herein, the Unit(s) issued to the Executive shall vest and be earned, and paid in accordance with Section 3.4 herein.

3.3 Coordination with Release and Delay Required by Code Section 409A.

(a) To the maximum extent possible, all amounts payable hereunder are intended to be exempt from the requirements of Code Section 409A and this Plan shall be construed and administered in accordance with such intention.

(b) Notwithstanding any other payment schedule provided herein to the contrary, if the Executive is deemed on the date of termination to be a Specified Employee, then, once the release required by Section 3.1(c) is executed and delivered and no longer subject to revocation, any payment that is considered deferred compensation under Code Section 409A payable on account of a "separation from service" shall be made on the date which is the earlier of (i) the expiration of the six (6) month period measured from the date of such "separation from service" of the Executive, and (ii) the date of the Executive's death (the "Delay Period") to the extent required under Code Section 409A. Upon the expiration of the Delay Period, all payments delayed pursuant to this Section 3.3(b) (whether they would have otherwise been payable in a single sum or in installments in the absence of such delay) shall be paid to the Executive in a lump sum, and any remaining payments due under this Plan shall be paid or provided in accordance with the normal payment dates specified for them herein.

(c) Notwithstanding anything herein to the contrary, if and only to the extent any payment or benefit constitutes "nonqualified deferred compensation" as defined in Code Section 409A, then:

(i) The Executive's right to receive any installment payment pursuant to this Plan shall be treated as a right to receive a series of separate and distinct payments.

(ii) Whenever a payment under this Plan specifies a payment period with reference to a number of days (e.g., "payment shall be made within thirty (30) days following the date of termination"), the actual date of payment within the specified period shall be within the sole discretion of the Company.

(iii) A Qualifying Termination shall not be deemed to have occurred for purposes of any provision of this Plan providing for the payment of any amounts or benefits upon or following a Qualifying Termination unless such termination is also a "separation from service" within the meaning of Code Section 409A and, for purposes of any such provision of this Plan, references to a "Qualifying Termination," "termination of employment" or like terms shall mean "separation from service."

(iv) No payment will be subject to offset unless otherwise permitted by Code Section 409A.

(v) Notwithstanding any provisions in this Plan to the contrary, whenever a payment under this Plan may be made upon the Release Effective Date, and the period in which the Executive could execute the release (along with its accompanying revocation period) crosses calendar years, no payments shall be made until the succeeding calendar year.

3.4 Timing and Method of Payment. Subject to Article 6 and Section 3.3:

(a) **Change-in-Control Benefits.** Change-in-Control Benefits shall be paid in a single lump sum cash payment, less withholding for all applicable Federal, state and local taxes and other applicable withholdings and deductions, no later than sixty (60) days after the Executive's Effective Date of Termination, subject to the Executive's execution of a Release and, if applicable, the expiration of any revocation period for such Release within such 60-day period.

(b) **General Rules.** In the event of an Executive's death after he becomes entitled to Change in Control Benefits under the Plan, but prior to full payment of all Change in Control Benefits due to such Executive, any remaining Change in Control Benefits due to the Executive under Section 3.2 herein shall be paid to the Executive's estate in a lump sum payment within sixty (60) days following written notification of the Executive's death. Interest will not be credited on any unpaid Change in Control Benefit due to an Executive. Payment(s) shall be made by direct deposit or by mailing to the last address provided by the Executive to the Company or such other reasonable method as determined by the Committee.

Article 4. Other Agreements

Nothing in this Plan shall diminish any benefits paid to the Executive under an existing employment or severance agreement with the Company.

Article 5. Covenants and Agreements

5.1 Covenants. This Plan shall have no effect on the validity or enforceability by the Company or its Subsidiaries or Affiliates of any and all confidentiality, assignment of inventions, non-solicitation, non-competition, non-disparagement and cooperation covenants of the Executive made under any other plan, agreement or other instruments between the Executive and the Company or one of its Subsidiaries or Affiliates. Any such covenants shall remain in full force and effect for the time period(s) set forth in such other plan, agreement or instrument, or if no time period is so set forth, perpetually.

5.2 Assistance with Claims.

(a) Each Executive agrees, that, during and after the Executive's employment by the Company, the Executive shall assist the Company, on a reasonable basis, in the defense of any claims or potential claims that may be made or threatened to be made against it in any action, suit, or proceeding, whether civil, criminal, administrative, or investigative ("Proceeding") and shall assist the Company in the prosecution of any claims that may be made by the Company in any Proceeding, to the extent that such claims may relate to the Executive's services.

(b) Each Executive agrees, unless precluded by law, to promptly inform the Company if the Executive is asked to participate (or otherwise become involved) in any Proceeding involving such claims or potential claims.

(c) Each Executive also agrees, unless precluded by law, to promptly inform the Company if the Executive is asked to assist in any investigation (whether governmental or private) of the Company or its Subsidiaries (or its actions), regardless of whether a lawsuit has then been filed against the Company or its Subsidiaries with respect to such investigation.

Article 6. Certain Change in Control Payments

Notwithstanding any provision of the Plan to the contrary, if any payments or benefits an Executive would receive from the Company under the Plan or otherwise in connection with the Change in Control (the "Total Payments") (a) constitute "parachute payments" within the meaning of Code Section 280G, and (b) but for this Article 6, would be subject to the excise tax imposed by Code Section 4999, then such Executive will be entitled to receive either (i) the full amount of the Total Payments or (ii) a portion of the Total Payments having a value equal to One Dollar (\$1) less than three (3) times such individual's "base amount" (as such term is defined in Code Section 280G(b)(3)(A)), whichever of (i) and (ii), after taking into account applicable Federal, state, local income and employment taxes and the excise tax imposed by Code Section 4999, results in the receipt by such employee on an after-tax basis, of the greatest portion of the Total Payments. Any determination required under this Article 6 shall be made in writing by the Company's independent certified public accountants appointed prior to any change in ownership (as defined under Code Section 280G(b)(2)) or tax counsel selected by such accountants (the "Accountants"), whose determination shall be conclusive and binding for all purposes upon the applicable Executive and the Company. For purposes of making the calculations required by this Article 6, the Accountants may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good-faith interpretations concerning the application of Code Sections 280G and 4999. If there is a reduction pursuant to this Article 6 of the Total Payments to be delivered to the applicable Executive, the payment reduction contemplated by the preceding sentence shall be implemented by determining the Parachute Payment Ratio (as defined below) for each "parachute payment" and then reducing the "parachute payments" in order beginning with the "parachute payment" with the highest Parachute Payment Ratio. For "parachute payments" with the same Parachute Payment Ratio, such "parachute payments" shall be reduced based on the time of payment of such "parachute payments," with amounts having later payment dates being reduced first. For "parachute payments" with the same Parachute Payment Ratio and the same time of payment, such "parachute payments" shall be reduced on a pro rata basis (but not below zero) prior to reducing "parachute payments" with a lower Parachute Payment Ratio. For purposes hereof, the term "Parachute Payment Ratio" shall mean a fraction the numerator of which is the value of the applicable "parachute payment" for purposes of Code Section 280G and the denominator of which is the actual present value of such payment.

Article 7. Legal Fees and Notice

7.1 Payment of Legal Fees. In the event of a dispute arising under the Plan following a Change in Control, the Company shall reimburse an Executive for costs of litigation or other disputes including, without limitation, reasonable attorneys' fees incurred by the Executive in reasonably asserting any claims or defenses under this Plan. With respect to other disputes, each party shall bear their own costs.

7.2 Notice. Any notices, requests, demands, or other communications provided for by this Plan shall be sufficient if in writing and if sent by registered or certified mail to the Executive at the last address he has filed in writing with the Company or, in the case of the Company, at the address set forth in Section 9.1.

Article 8. Successors and Assignment

8.1 Successors to the Company. The Company shall require any successor (whether direct or indirect, by purchase, merger, reorganization, consolidation, acquisition of property or stock, liquidation, or otherwise) of all or a significant portion of the assets of the Company by agreement to expressly assume and agree to perform under this Plan in the same manner and to the same extent that the Company would be required to perform if no such succession had taken place. The terms of this Plan shall be binding upon any successor in accordance with the operation of law and such successor shall be deemed the "Company" for purposes of this Plan.

8.2 Assignment by the Executive. This Plan shall inure to the benefit of and be enforceable by each Executive's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees, and legatees. If an Executive dies while any amount would still be payable to him hereunder had he continued to live, all such amounts, unless otherwise provided herein, shall be paid in accordance with the terms of this Plan to the Executive's beneficiary. If an Executive has not named a beneficiary, then such amounts shall be paid to the Executive in accordance with the Company's regular payroll practices or to the Executive's estate, as applicable.

Article 9. Plan Administration

9.1 Plan Administrator. The Committee shall be the "administrator" within the meaning of Section 3(16) of ERISA and shall have all the responsibilities and duties contained therein. The Committee can be reached c/o OpGen, Inc., 708 Quince Orchard Road, Gaithersburg, Maryland 20878, Attention: Compensation Committee Chair and Chair of the Board.

9.2 Records, Reporting and Disclosure. The Committee shall keep a copy of all records relating to the payment of Change in Control Benefits to Executives and all other records necessary for the proper operation of the Plan. All Plan records shall be made available to the Company and to each Executive for examination during business hours except that an Executive shall examine only such records as pertain exclusively to the examining Executive and to the Plan. The Committee shall prepare and shall file as required by law or regulation all reports, forms, documents and other items required by ERISA, the Code, and every other relevant statute, each as amended, and all regulations thereunder (except that the Company, as payor of the Change in Control Benefits, shall prepare and distribute to the proper recipients all forms relating to withholding of income or wage taxes, Social Security taxes, and other amounts that may be similarly reportable).

9.3 Discretion. Any decisions, actions or interpretations to be made under the Plan by the Committee shall be made in its sole and absolute discretion, subject to the terms of the Plan and applicable law, and need not be uniformly applied and such decisions, actions or interpretations shall be final, binding and conclusive upon all parties, with respect to denied claims for Change in Control Benefits. Not in limitation, but in amplification of the foregoing and of the authority conferred upon the Committee, the Company specifically intends that the Committee and its duly authorized delegates have the greatest permissible discretion to construe the terms of the Plan and to determine all questions concerning eligibility, participation, and benefits. The decisions by the Committee or any delegates shall be conclusive and binding, and any interpretation, determination, or other action by them is intended to be subject to the most deferential standard of review. Such standard of review is not to be affected by any real or alleged conflict of interest on the part of the Committee or its delegates. In addition to the duties and powers described hereunder and elsewhere in this Plan, the Committee or its delegate is specifically given the discretionary authority and such powers as are necessary for the proper administration of the Plan, including, but not limited to, the following: (i) to resolve ambiguities or inconsistencies; (ii) to supply omissions and the like; (iii) to make determinations, grants, or denials of the amount, manner, and time of payment of any Change in Control Benefits under the terms of the Plan; (iv) to authorize its agents or delegates to execute or deliver any instrument or make payments on the Committee's behalf or with respect to the Plan; (v) to select and retain counsel, service providers and vendors, employ agents, and provide for such clerical, accounting, actuarial, legal, consulting and/or claims processing services as it deems necessary or desirable to assist the Committee in the administration of the Plan; (vi) to prepare and distribute, in such manner as the Committee determines to be appropriate, summary plan descriptions and other information explaining the Plan; (viii) to furnish the Company, upon request, such annual reports with respect to the administration of the Plan as the Committee deems reasonable and appropriate; (ix) to receive, review and keep on file, as the Committee deems necessary or appropriate, reports of Plan payments and reports of disbursements for expenses; and (x) in general to decide and/or settle questions and disputes, and all such authorizations, interpretations, determinations, decisions and settlements shall be final and binding for purposes of the Plan.

Notwithstanding any of the foregoing, if a dispute arises with respect to the payment of Change in Control Benefits after a Change in Control, the standard of review shall be de novo in any court proceeding.

Article 10. Claims

If an Executive believes that he is entitled to benefits under the Plan which are not being paid, the Executive may submit a written claim for payment to the Committee. The Executive must make an initial claim within sixty (60) days of termination of employment in order to be eligible for benefits. Any claim for benefits must be in writing, addressed to the Committee and must be sufficient to notify the Committee of the benefit being claimed. If the claim is denied, the Committee shall, within a reasonable period of time, provide the Executive with a written notice of denial. The notice will include the specific reasons for denial, the provisions of the Plan on which the denial is based, and the procedure for a review of the denied claim. Where appropriate, it will also include a description of any additional material or information necessary to complete or perfect the claim and an explanation of why that material or information is necessary. The Executive may request in writing a review of a claim denied by the Committee and may review pertinent documents and submit issues and comments in writing to the Committee. The Committee shall provide the Executive with a written decision upon such request for review of a denied claim. The decision of the Committee upon such review shall be final; provided, however, the Executive shall have the right to pursue adjudication of a claim in a court of competent jurisdiction once this appeal process is complete.

Article 11. Miscellaneous

11.1 Indemnification. To the maximum extent permitted by law, all employees, officers, directors, agents and representatives of the Company shall be indemnified by the Company and held harmless against any claims and the expenses of defending against such claims, resulting from any action or conduct relating to the administration of the Plan, whether as a member of the Committee or otherwise, except to the extent that such claims arise from gross negligence, willful neglect, or willful misconduct.

11.2 Employment Status. Except as may be provided under any other agreement between the Executive and the Company, the employment of any Executive by the Company is "at will" and may be terminated by either the Executive or the Company at any time, subject to applicable law.

11.3 Entire Plan. This Plan supersedes any prior agreements or understandings, oral or written, between the parties hereto, with respect to the subject matter hereof, and constitutes the entire agreement of the parties with respect thereto.

11.4 Severability. In the event that any provision or portion of this Plan shall be determined to be invalid or unenforceable for any reason, the remaining provisions of this Plan shall be unaffected thereby and shall remain in full force and effect.

11.5 Tax Withholding. The Company may withhold from any benefits payable under this Plan all Federal, state, city, or other taxes as may be required pursuant to any law or governmental regulation or ruling.

11.6 Beneficiaries. The Executive may designate one (1) or more persons or entities as the primary and/or contingent beneficiaries of any amounts to be received under this Plan. Such designation must be in the form of a signed writing acceptable to the Board or the Board's designee. The Executive may make or change such designation at any time.

11.7 Payment Obligation Absolute. Except as provided in Section 3.3, the Company's obligation to make the payments provided for herein shall be absolute and unconditional, and shall not be affected by any circumstances, including, without limitation, any offset, counterclaim, recoupment, defense, or other right which the Company may have against the Executive or anyone else. The Executive shall not be obligated to seek other employment in mitigation of the amounts payable or arrangements made under any provision of this Plan, and the obtaining of any such other employment shall in no event effect any reduction of the Company's obligations to make the payments and arrangements required to be made under this Plan.

11.8 Contractual Rights to Benefits. This Plan establishes and vests in the Executives a contractual right to the benefits to which he or she is entitled hereunder. However, nothing herein contained shall require or be deemed to require, or prohibit or be deemed to prohibit, the Company to segregate, earmark, or otherwise set aside any funds or other assets, in trust or otherwise, to provide for any payments to be made or required hereunder.

11.9 Modification. The Plan may be amended or terminated by the Board in any manner and at any time, provided (a) that the termination of the Plan shall be subject to the provisions of Section 1.3 and Section 1.4 and (b) no termination or amendment of the Plan will be permitted during (i) any period when the Company is party to an agreement which, if consummated, would result in a Change in Control or (ii) during the two year period immediately following a Change in Control, in either case to the extent such amendment adversely alters or impairs any rights or obligations of an Executive under the Plan or any Units agreement.

11.10 Gender and Number. Except where otherwise indicated by the context, any masculine term used herein also shall include the feminine; the plural shall include the singular and the singular shall include the plural.

11.11 Controlling Law. This Plan shall be construed and enforced according to the laws of the State of Delaware (without reference to principles or provisions governing conflicts of laws) to the extent not preempted or superseded by Federal laws of the United States. Any provision of this Plan that is determined by a court to be in conflict with any applicable Federal or State laws shall be deemed amended by this paragraph to conform to the minimum requirements of such laws, except to the extent they are preempted by ERISA.

OPGEN, INC.

**EXECUTIVE CHANGE IN CONTROL
AND SEVERANCE BENEFITS AGREEMENT**

This **EXECUTIVE CHANGE IN CONTROL AND SEVERANCE BENEFITS AGREEMENT** ("*Agreement*") is dated September 24, 2018 ("*Effective Date*"), and is between Evan Jones ("*Executive*") and **OPGEN, INC.**, a Delaware corporation (the "*Company*").

WHEREAS, Executive is currently employed by the Company with a title of Chief Executive Officer;

WHEREAS, Executive and the Company are parties to that certain Letter Agreement, dated January 30, 2014 (the "*Prior Agreement*"), and

WHEREAS, the Company and Executive wish to terminate the Prior Agreement and enter into this Agreement to set forth the compensation and benefits that Executive will be eligible to receive in the event that Executive's employment with the Company terminates under the circumstances described herein.

Accordingly, in consideration of the mutual promises and covenants contained herein the parties agree to the following:

1. Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

(a) "*Cause*" means: (i) Executive's commission of a felony; (ii) any act or omission of Executive constituting dishonesty, fraud, immoral or disreputable conduct that causes material harm to the Company; (iii) Executive's violation of Company policy that causes material harm to the Company; (iv) Executive's material breach of any written agreement between Executive and the Company which, if curable, remains uncured after notice; or (v) Executive's breach of fiduciary duty.

(b) "*Change in Control*" for the purpose of this Agreement, a "Change in Control" means:

(i) A transaction or series of transactions (other than an offering of Common Stock to the general public through a registration statement filed with the Securities and Exchange Commission) whereby any "person" or related "group" of "persons" (as such terms are used in Sections 13(d) and 14(d)(2) of the Exchange Act (other than the Company, any of its subsidiaries, an employee benefit plan maintained by the Company or any of its subsidiaries or a "person" that, prior to such transaction, directly or indirectly controls, is controlled by, or is under common control with, the Company) directly or indirectly acquires beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act) of securities of the Company possessing more than 50% of the total combined voting power of the Company's securities outstanding immediately after such acquisition; or

(ii) The consummation by the Company (whether directly involving the Company or indirectly involving the Company through one or more intermediaries) of (x) a merger, consolidation, reorganization, or business combination or (y) a sale or other disposition of all or substantially all of the Company's assets in any single transaction or series of related transactions or (z) the acquisition of assets or stock of another entity, in each case other than a transaction:

(1) which results in the Company's voting securities outstanding immediately before the transaction continuing to represent (either by remaining outstanding or by being converted into voting securities of the Company or the person that, as a result of the transaction, controls, directly or indirectly, the Company or owns, directly or indirectly, all or substantially all of the Company's assets or otherwise succeeds to the business of the Company (the Company or such person, the Successor) directly or indirectly, at least a majority of the combined voting power of the Successor's outstanding voting securities immediately after the transaction, and

(2) after which no person or group beneficially owns voting securities representing 50% or more of the combined voting power of the Successor; provided, however, that no person or group shall be treated for purposes of this Section 1(b) as beneficially owning 50% or more of the combined voting power of the Successor solely as a result of the voting power held in the Company prior to the consummation of the transaction; or

(iii) The Company's stockholders approve a liquidation or dissolution of the Company.

In addition, if a Change in Control constitutes a payment event under this Agreement that provides for the deferral of compensation and is subject to section 409A of the Code, the transaction or event described in subsection (i), (ii) or (iii) with respect to such award (or portion thereof) must also constitute a "change in control event," as defined in Treasury Regulation Section 1.409A-3(i)(5) to the extent required by Code section 409A.

The Board shall have full and final authority, which shall be exercised in its sole discretion, to determine conclusively whether a Change in Control has occurred pursuant to the above definition, and the date of the occurrence of such Change in Control and any incidental matters relating thereto; provided that any exercise of authority in conjunction with a determination of whether a Change in Control is a "change in control event" as defined in Treasury Regulation Section 1.409A-3(i)(5) shall be consistent with such regulation.

(c) "**Change in Control Period**" means the period commencing on the date of a Change in Control and ending on the second anniversary of such date.

(d) "**Code**" means Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder.

(e) "**Covered Termination**" has the meaning set forth in Section 2.1.

(f) "**Good Reason**" means any of the following, without Executive's consent: (i) a material diminution of Executive's responsibilities or duties (*provided, however*, that the acquisition of the Company and subsequent conversion of the Company to a division or unit of the acquiring company will not by itself be deemed to be a diminution of Executive's responsibilities or duties); (ii) material reduction in the level of Executive's base salary (and any such reduction will be ignored in determining Executive's base salary for purposes of calculating the amount of severance pay); (iii) relocation of the office at which Executive is principally based to a location that is more than fifty (50) miles from the location at which Executive performed his or her duties immediately prior to the effective date of a Change in Control; (iv) failure of a Successor in a Change in Control to assume this Agreement; or (v) the Company's material breach of any written agreement between Executive and the Company. Notwithstanding the foregoing, any actions taken by the Company to accommodate a disability of Executive or pursuant to the Family and Medical Leave Act shall not be a Good Reason for purposes of this Agreement. Additionally, before Executive may terminate employment for a Good Reason, Executive must notify the Company in writing within thirty (30) days after the initial occurrence of the event, condition or conduct giving rise to Good Reason, the Company must fail to remedy or cure the alleged Good Reason within the thirty (30) day period after receipt of such notice if capable of being cured within such thirty-day period, and, if the Company does not cure the Good Reason (or it is incapable of being cured within such thirty-day period), then Executive must terminate employment by no later than thirty (30) days after the expiration of the last day of the cure period (or, if the event condition or conduct is not capable of being cured within such thirty-day period, within thirty (30) days after initial notice to the Company of the violation). Transferring Executive's employment to a Successor is not itself Good Reason to terminate employment under this Agreement, provided, however, that subparagraphs (i) through (v) above shall continue to apply to Executive's employment by the Successor. This definition is intended to constitute a "**substantial risk of forfeiture**" as defined under Treasury Regulation 1.409A-1(d).

(g) "**Separation from Service**" has the meaning set forth in Section 2.1.

(h) "**Successor**" References to the Company in this Agreement shall be deemed to include any affiliate of the Company, or the acquiring, surviving or successor entity in a Change in Control or their affiliates (collectively, "**Successor**"), as applicable.

(i) "**Termination Date**" has the meaning set forth in Section 2.1.

2. Severance Benefits.

2.1 Eligibility for Severance Benefits. Other than during the Change in Control Period, during which Section 3 will control, if the Company terminates Executive's employment without Cause, and provided that any such termination constitutes a "separation from service" (as such term is defined in Treasury Regulation Section 1.409A-1(h), without regard to any alternative definitions thereunder, a "**Separation From Service**"), or Executive terminates his employment for Good Reason, (such termination event is referred to as a "**Covered Termination**" and the effective date of termination is the "**Termination Date**"), Executive will be eligible for the compensation and benefits described in Section 2.2 below. If Executive's employment terminates for any reason other than a Covered Termination, Executive will not be eligible to receive any compensation or benefits under this Section 2 of this Agreement. For the avoidance of doubt, the termination of Executive's employment as a result of the death or disability (as defined in the Company's long-term disability policy) of Executive shall not, in any event, be deemed to be a termination without Cause. Transferring Executive's employment to a Successor shall also not be considered a termination without Cause under this Agreement.

2.2 Amount of Severance Benefits. Following a Covered Termination, and subject to the terms and conditions set forth in Section 4, Executive will receive severance pay at the rate of Executive's base salary in effect immediately prior to the effective date of the Covered Termination for six (6) months from the Termination Date, less applicable withholdings and deductions as required by law, paid on the regular payroll dates of the Company following such Termination Date; *provided, however*, that no payments will be made prior to the 60th day following the Termination Date, and on such 60th day, the Company will make a lump sum payment to Executive equal to the payments he would have received through such date had the timing of the payments not been delayed by this sentence, with the balance of the payments made thereafter as originally scheduled.

3. Change in Control Severance Benefits. If a Change in Control closes and becomes effective and, during the Change in Control Period, Executive has a Covered Termination Executive will be eligible for the following payments and benefits:

3.1 Amount of Severance Benefits. Following a Covered Termination, and subject to the terms and conditions set forth in Section 4, Executive will receive severance pay at the rate of Executive's base salary in effect immediately prior to the effective date of the Covered Termination for twelve (12) months from the Termination Date, less applicable withholdings and deductions as required by law, paid on the regular payroll dates of the Company following such Termination Date; *provided, however*, that no payments will be made prior to the 60th day following the Termination Date, and on such 60th day, the Company will make a lump sum payment to Executive equal to the payments he would have received through such date had the timing of the payments not been delayed by this sentence, with the balance of the payments made thereafter as originally scheduled.

3.2 Accelerated Vesting of Equity Incentives. On the Termination Date of the Covered Termination, any outstanding stock option, restricted stock units or other equity awards held at such time by Executive under the terms of the OpGen, Inc. 2008 Stock Option and Restricted Stock Plan, as amended, the OpGen, Inc. 2015 Equity Incentive Plan, as amended, or any other plan or program, to the extent unvested or subject to forfeiture, will become vested and immediately exercisable (if applicable), or have a lapse of forfeiture restrictions (if applicable). For vested and exercisable stock options, Executive shall have one hundred eighty (180) days to exercise such vested stock options.

3.3 Health Benefits. For a period of six (6) months after the Termination Date, the Company shall be responsible for payment of health benefits for Executive and/or Executive's family at levels substantially equal to those which would have been provided to him or them in accordance with the plans, programs, practices and policies in effect as of the date before the Change in Control. If applicable, the Company shall satisfy this obligation by paying the cost of such health benefit continuation coverage pursuant to Section 601 et seq. of ERISA ("**COBRA**") for Executive and/or his family.

Anything in this Agreement to the contrary notwithstanding, if Executive's employment with the Company is terminated without Cause or is terminated for Good Reason within a period of one hundred eighty (180) days prior to the date on which a Change in Control occurs, and it is reasonably demonstrated that such termination (i) was at the request of a third party who has taken steps reasonably calculated to effect a Change in Control or (ii) otherwise arose in connection with or anticipation of a Change in Control, then for all purposes of this Agreement the "Termination Date" shall mean the date immediately prior to the date of such termination, and the additional benefits under this Section 3 shall be paid to Executive upon such Covered Termination during the Change in Control Period.

Notwithstanding anything in this Agreement to the contrary, in no event shall the Company be obligated to commence payment or distribution to Executive of any amount that constitutes nonqualified deferred compensation within the meaning of Code section 409A earlier than the earliest permissible date under Code section 409A that such amount could be paid without additional taxes or interest being imposed under Code section 409A. The Company and Executive agree that they will execute any and all amendments to this Agreement as they mutually agree in good faith may be necessary to ensure compliance with the distribution provisions of Code section 409A and to cause any and all amounts due under this Agreement, the payment or distribution of which is delayed pursuant to Code section 409A, to be paid or distributed in a single sum payment at the earliest permissible date under Code section 409A. For purposes of Code section 409A, each payment under this Agreement shall be treated as a right to separate payment and not part of a series of payments. Without limiting the generality of the foregoing, in the event Executive is to receive a payment of compensation hereunder that is on account of a separation from service, such payment is subject to the provisions of Code section 409A, and Executive is a "specified employee" (as defined in section 1.409A-1(i) of the Treasury Regulations) of the Company, then payment shall not be made before the date that is six months after the date of separation from service (or, if earlier than the end of the six month period, the date of Executive's death). Amounts otherwise payable during such six-month payment shall be accumulated and paid in a lump sum on the first day of the seventh month after the date of separation from service.

4. Release. Before any compensation or benefits will be payable to Executive on account of a Covered Termination, Executive must (a) execute a release substantially in the form attached hereto as **Exhibit A** (the "**Release**") within the applicable Consideration Period specified in the Release, (b) not revoke the Release within any applicable revocation period specified in the Release such that the Release is effective not later than the 60th day following the date of termination of employment, and (c) comply with any post-termination obligations to the Company, including the confidentiality and non-disparagement provisions of the Release. In the event that Executive does not comply with any of the foregoing obligations, no compensation or benefits shall be payable under this Agreement to Executive, and the Company may cease any further payments or the provision of additional benefits hereunder.

5. Basis of Payments. All benefits under this Agreement shall be paid by the Company. This Agreement shall be unfunded, and benefits hereunder shall be paid only from the general assets of the Company.

6. No Gross-Up Payments. Notwithstanding any provision to the contrary, in the event that the payments described in this Agreement, when added to all other amounts or benefits provided to or on behalf of Executive in connection with Executive's termination of employment, would result in the imposition of an excise tax under Code section 4999, such payments shall be reduced to the extent necessary to avoid such excise tax imposition. If it is determined, after any such payments are made, that any such compensation must be returned to the Company so that Executive does not incur obligations under Code sections 280G or 4999, upon written notice to Executive to that effect, together with calculations of the Company's tax advisor, Executive shall remit to the Company the amount of the reduction plus such interest as may be necessary to avoid the imposition of such excise tax. Notwithstanding the foregoing or any other provision of this Agreement to the contrary, if any portion of the amount herein payable to Executive is determined to be non-deductible pursuant to the regulations promulgated under Code sections 280G or 4999, the Company shall be required only to pay to Executive the amount determined to be deductible under Code sections 280G or 4999.

7. Other Agreements and Policies.

(a) The Prior Agreement is terminated upon execution of this Agreement by Executive and the Company. Executive has executed a Proprietary Information, Inventions, Non-Solicitation, and Non-Competition Agreement with the Company (the "**Proprietary Information Agreement**"), and the non-competition, non-solicitation and non-disparagement provisions of the Proprietary Information Agreement shall remain in full force and effect during the Employment Period and, if applicable, after the Termination Date, in accordance with the provisions of the Proprietary Information Agreement.

(b) The compensation and benefits provided to Executive pursuant to this Agreement are in lieu of, and not in addition to, any benefits to which Executive may otherwise be entitled under any other agreement between Executive and the Company in respect of severance or termination pay or benefits, or any Company severance plan, policy or program, or other corporate documents of any type, including any individually negotiated severance provisions as part of any offer letter or employment agreement between the Company and Executive (collectively, "**Other Agreements**"). The severance pay and benefits provided hereunder are intended to supersede and replace any severance pay and benefits to which Executive may otherwise be entitled as a result of any termination from employment, and by executing this Agreement Executive agrees to waive, forego and forever relinquish any right or entitlement to receive compensation or benefits under any Other Agreements. This waiver and relinquishment is in consideration for the right to severance pay and benefits under the terms of this Agreement, which are in addition to the compensation and benefits that Executive would otherwise be eligible to receive, and applies whether or not Executive actually receives severance pay or benefits hereunder.

8. Term. This Agreement will become effective on the Effective Date and continue in effect for a period of successive one-year terms, unless at least ninety (90) days before the end of any such one-year term, the Company gives notice to Executive that the Agreement will not be renewed, in which case the Agreement will expire at the end of the then current term. Notwithstanding the foregoing, (a) if a Covered Termination occurs while the Agreement is effective, the Agreement will continue in effect until such time as Executive has received all of the payments and benefits to which he is entitled hereunder, and (b) upon a Change in Control, if this Agreement is still effective, the Change in Control Period will automatically commence for a period of two (2) years beginning on the effective date of the Change in Control.

9. GENERAL PROVISIONS.

9.1 Employment Status. This Agreement does not constitute a contract of employment or impose on Executive any obligation to remain as an employee, or impose on the Company any obligation to (a) retain Executive as an employee, (b) change the status of Executive as an at-will employee or (c) change the Company's policies regarding termination of employment.

9.2 Nonexclusivity. Except as specifically provided herein, nothing in this Agreement shall prevent or limit Executive's continuing or future participation in any benefit, bonus, incentive or other plans, programs, policies or practices provided by the Company and for which Executive may otherwise qualify, nor shall anything herein limit or otherwise affect such rights as Executive may have under any stock option or other equity agreements with the Company. Except as otherwise expressly provided herein, amounts which are vested benefits of which Executive is otherwise entitled to receive under any plan, policy, practice or program of the Company at or subsequent to the date of a Covered Termination shall be payable in accordance with such plan, policy, practice or program.

9.3 Non-Alienation of Benefits. No benefit hereunder shall be subject to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or change, and any attempt to so subject a benefit hereunder shall be void.

9.4 Notices. Any notices provided hereunder must be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by electronic mail, telex or confirmed facsimile if sent during normal business hours of the recipient, and if not, then on the next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to the Company at its primary office location and to Executive at Executive's address as listed on the Company payroll, or at such other address as the Company or Executive may designate by ten (10) days advance written notice to the other.

9.5 Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provisions had never been contained herein.

9.6 Waiver. If either party should waive any breach of any provisions of this Agreement, Executive or it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision of this Agreement.

9.7 Complete Agreement. This Agreement, including **Exhibit A**, constitutes the entire agreement between Executive and the Company with regard to the subject matter hereof. This Agreement is the complete, final, and exclusive embodiment of their agreement with regard to this subject matter and supersedes any prior oral discussions or written communications and agreements. This Agreement is entered into without reliance on any promise or representation other than those expressly contained herein.

9.8 Amendments. This Agreement may be amended, modified or terminated only in writing signed by Executive and the Company. The Company may only consent to an amendment or modification of this Agreement after such amendment or modification has been approved by the Company's Board of Directors or compensation committee thereof.

9.9 Counterparts. This Agreement may be executed in separate counterparts, any one of which need not contain signatures of more than one party, but all of which taken together will constitute one and the same Agreement.

9.10 Headings. The headings of the sections hereof are inserted for convenience only and shall not be deemed to constitute a part hereof nor to affect the meaning thereof.

9.11 Successors and Assigns. This Agreement is intended to bind and inure to the benefit of and be enforceable by Executive and the Company, and their respective successors, assigns, heirs, executors and administrators, except that Executive may not assign any of Executive's duties hereunder and Executive may not assign any of Executive's rights hereunder without the written consent of the Company.

9.12 Choice of Law and Venue. All questions concerning the construction, validity and interpretation of this Agreement will be governed by the laws of the State of Maryland. The parties hereby submit to the jurisdiction of the state and federal courts for the location encompassing the Company's then principal offices for the resolution of any disputes arising under this Agreement.

9.13 Opportunity for Independent Counsel and Advisors. Executive acknowledges that Executive has had an opportunity to retain and consult with independent counsel and tax advisors to review this Agreement. The Company makes no representations as to the tax treatment of the payments and benefits provided for under this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Executive Change in Control and Severance Benefits Agreement on the day and year first written above.

OPGEN, INC.

By: /s/ Misti Ushio

Name: Misti Ushio

Title: Chair, Compensation Committee

/s/ Evan Jones

Evan Jones

OPGEN, INC.

AMENDED AND RESTATED
EXECUTIVE CHANGE IN CONTROL
AND SEVERANCE BENEFITS AGREEMENT

This AMENDED AND RESTATED EXECUTIVE CHANGE IN CONTROL AND SEVERANCE BENEFITS AGREEMENT ("*Agreement*") is dated September 24, 2018 ("*Effective Date*"), and is between Timothy C. Dec ("*Executive*") and OPGEN, INC., a Delaware corporation (the "*Company*").

WHEREAS, Executive is currently employed by the Company with a title of Chief Financial Officer;

WHEREAS, Executive and the Company are parties to that certain Executive Change in Control and Severance Benefits Agreement, dated January 29, 2018 (the "*Prior Agreement*"), and

WHEREAS, the Company and Executive wish to terminate the Prior Agreement and enter into this amended and restated Agreement to set forth the compensation and benefits that Executive will be eligible to receive in the event that Executive's employment with the Company terminates under the circumstances described herein.

Accordingly, in consideration of the mutual promises and covenants contained herein the parties agree to the following:

1. Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

(a) "*Cause*" means: (i) Executive's commission of a felony; (ii) any act or omission of Executive constituting dishonesty, fraud, immoral or disreputable conduct that causes material harm to the Company; (iii) Executive's violation of Company policy that causes material harm to the Company; (iv) Executive's material breach of any written agreement between Executive and the Company which, if curable, remains uncured after notice; or (v) Executive's breach of fiduciary duty.

(b) "*Change in Control*" for the purpose of this Agreement, a "Change in Control" means:

(i) A transaction or series of transactions (other than an offering of Common Stock to the general public through a registration statement filed with the Securities and Exchange Commission) whereby any "person" or related "group" of "persons" (as such terms are used in Sections 13(d) and 14(d)(2) of the Exchange Act (other than the Company, any of its subsidiaries, an employee benefit plan maintained by the Company or any of its subsidiaries or a "person" that, prior to such transaction, directly or indirectly controls, is controlled by, or is under common control with, the Company) directly or indirectly acquires beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act) of securities of the Company possessing more than 50% of the total combined voting power of the Company's securities outstanding immediately after such acquisition; or

(ii) The consummation by the Company (whether directly involving the Company or indirectly involving the Company through one or more intermediaries) of (x) a merger, consolidation, reorganization, or business combination or (y) a sale or other disposition of all or substantially all of the Company's assets in any single transaction or series of related transactions or (z) the acquisition of assets or stock of another entity, in each case other than a transaction:

(1) which results in the Company's voting securities outstanding immediately before the transaction continuing to represent (either by remaining outstanding or by being converted into voting securities of the Company or the person that, as a result of the transaction, controls, directly or indirectly, the Company or owns, directly or indirectly, all or substantially all of the Company's assets or otherwise succeeds to the business of the Company (the Company or such person, the Successor) directly or indirectly, at least a majority of the combined voting power of the Successor's outstanding voting securities immediately after the transaction, and

(2) after which no person or group beneficially owns voting securities representing 50% or more of the combined voting power of the Successor; provided, however, that no person or group shall be treated for purposes of this Section 1(b) as beneficially owning 50% or more of the combined voting power of the Successor solely as a result of the voting power held in the Company prior to the consummation of the transaction; or

(iii) The Company's stockholders approve a liquidation or dissolution of the Company.

In addition, if a Change in Control constitutes a payment event under this Agreement that provides for the deferral of compensation and is subject to section 409A of the Code, the transaction or event described in subsection (i), (ii) or (iii) with respect to such award (or portion thereof) must also constitute a "change in control event," as defined in Treasury Regulation Section 1.409A-3(i)(5) to the extent required by Code section 409A.

The Board shall have full and final authority, which shall be exercised in its sole discretion, to determine conclusively whether a Change in Control has occurred pursuant to the above definition, and the date of the occurrence of such Change in Control and any incidental matters relating thereto; provided that any exercise of authority in conjunction with a determination of whether a Change in Control is a "change in control event" as defined in Treasury Regulation Section 1.409A-3(i)(5) shall be consistent with such regulation.

(c) "**Change in Control Period**" means the period commencing on the date of a Change in Control and ending on the second anniversary of such date.

(d) "**Code**" means Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder.

(e) "**Covered Termination**" has the meaning set forth in Section 2.1.

(f) "**Good Reason**" means any of the following, without Executive's consent: (i) a material diminution of Executive's responsibilities or duties (*provided, however*, that the acquisition of the Company and subsequent conversion of the Company to a division or unit of the acquiring company will not by itself be deemed to be a diminution of Executive's responsibilities or duties); (ii) material reduction in the level of Executive's base salary (and any such reduction will be ignored in determining Executive's base salary for purposes of calculating the amount of severance pay); (iii) relocation of the office at which Executive is principally based to a location that is more than fifty (50) miles from the location at which Executive performed his or her duties immediately prior to the effective date of a Change in Control; (iv) failure of a Successor in a Change in Control to assume this Agreement; or (v) the Company's material breach of any written agreement between Executive and the Company. Notwithstanding the foregoing, any actions taken by the Company to accommodate a disability of Executive or pursuant to the Family and Medical Leave Act shall not be a Good Reason for purposes of this Agreement. Additionally, before Executive may terminate employment for a Good Reason, Executive must notify the Company in writing within thirty (30) days after the initial occurrence of the event, condition or conduct giving rise to Good Reason, the Company must fail to remedy or cure the alleged Good Reason within the thirty (30) day period after receipt of such notice if capable of being cured within such thirty-day period, and, if the Company does not cure the Good Reason (or it is incapable of being cured within such thirty-day period), then Executive must terminate employment by no later than thirty (30) days after the expiration of the last day of the cure period (or, if the event condition or conduct is not capable of being cured within such thirty-day period, within thirty (30) days after initial notice to the Company of the violation). Transferring Executive's employment to a Successor is not itself Good Reason to terminate employment under this Agreement, provided, however, that subparagraphs (i) through (v) above shall continue to apply to Executive's employment by the Successor. This definition is intended to constitute a "**substantial risk of forfeiture**" as defined under Treasury Regulation 1.409A-1(d).

(g) "**Separation from Service**" has the meaning set forth in Section 2.1.

(h) "**Successor**" References to the Company in this Agreement shall be deemed to include any affiliate of the Company, or the acquiring, surviving or successor entity in a Change in Control or their affiliates (collectively, "**Successor**"), as applicable.

(i) "**Termination Date**" has the meaning set forth in Section 2.1.

2. Severance Benefits.

2.1 Eligibility for Severance Benefits. Other than during the Change in Control Period, during which Section 3 will control, if the Company terminates Executive's employment without Cause, and provided that any such termination constitutes a "separation from service" (as such term is defined in Treasury Regulation Section 1.409A-1(h), without regard to any alternative definitions thereunder, a "**Separation From Service**"), or Executive terminates his employment for Good Reason, (such termination event is referred to as a "**Covered Termination**" and the effective date of termination is the "**Termination Date**"), Executive will be eligible for the compensation and benefits described in Section 2.2 below. If Executive's employment terminates for any reason other than a Covered Termination, Executive will not be eligible to receive any compensation or benefits under this Section 2 of this Agreement. For the avoidance of doubt, the termination of Executive's employment as a result of the death or disability (as defined in the Company's long-term disability policy) of Executive shall not, in any event, be deemed to be a termination without Cause. Transferring Executive's employment to a Successor shall also not be considered a termination without Cause under this Agreement.

2.2 Amount of Severance Benefits. Following a Covered Termination, and subject to the terms and conditions set forth in Section 4, Executive will receive severance pay at the rate of Executive's base salary in effect immediately prior to the effective date of the Covered Termination for six (6) months from the Termination Date, less applicable withholdings and deductions as required by law, paid on the regular payroll dates of the Company following such Termination Date; *provided, however*, that no payments will be made prior to the 60th day following the Termination Date, and on such 60th day, the Company will make a lump sum payment to Executive equal to the payments he would have received through such date had the timing of the payments not been delayed by this sentence, with the balance of the payments made thereafter as originally scheduled.

3. Change in Control Severance Benefits. If a Change in Control closes and becomes effective and, during the Change in Control Period, Executive has a Covered Termination Executive will be eligible for the following payments and benefits:

3.1 Amount of Severance Benefits. Following a Covered Termination, and subject to the terms and conditions set forth in Section 4, Executive will receive severance pay at the rate of Executive's base salary in effect immediately prior to the effective date of the Covered Termination for twelve (12) months from the Termination Date, less applicable withholdings and deductions as required by law, paid on the regular payroll dates of the Company following such Termination Date; *provided, however*, that no payments will be made prior to the 60th day following the Termination Date, and on such 60th day, the Company will make a lump sum payment to Executive equal to the payments he would have received through such date had the timing of the payments not been delayed by this sentence, with the balance of the payments made thereafter as originally scheduled.

3.2 Accelerated Vesting of Equity Incentives. On the Termination Date of the Covered Termination, any outstanding stock option, restricted stock units or other equity awards held at such time by Executive under the terms of the OpGen, Inc. 2008 Stock Option and Restricted Stock Plan, as amended, the OpGen, Inc. 2015 Equity Incentive Plan, as amended, or any other plan or program, to the extent unvested or subject to forfeiture, will become vested and immediately exercisable (if applicable), or have a lapse of forfeiture restrictions (if applicable). For vested and exercisable stock options, Executive shall have one hundred eighty (180) days to exercise such vested stock options.

3.3 Health Benefits. For a period of six (6) months after the Termination Date, the Company shall be responsible for payment of health benefits for Executive and/or Executive's family at levels substantially equal to those which would have been provided to him or them in accordance with the plans, programs, practices and policies in effect as of the date before the Change in Control. If applicable, the Company shall satisfy this obligation by paying the cost of such health benefit continuation coverage pursuant to Section 601 et seq. of ERISA ("**COBRA**") for Executive and/or his family.

Anything in this Agreement to the contrary notwithstanding, if Executive's employment with the Company is terminated without Cause or is terminated for Good Reason within a period of one hundred eighty (180) days prior to the date on which a Change in Control occurs, and it is reasonably demonstrated that such termination (i) was at the request of a third party who has taken steps reasonably calculated to effect a Change in Control or (ii) otherwise arose in connection with or anticipation of a Change in Control, then for all purposes of this Agreement the "Termination Date" shall mean the date immediately prior to the date of such termination, and the additional benefits under this Section 3 shall be paid to Executive upon such Covered Termination during the Change in Control Period.

Notwithstanding anything in this Agreement to the contrary, in no event shall the Company be obligated to commence payment or distribution to Executive of any amount that constitutes nonqualified deferred compensation within the meaning of Code section 409A earlier than the earliest permissible date under Code section 409A that such amount could be paid without additional taxes or interest being imposed under Code section 409A. The Company and Executive agree that they will execute any and all amendments to this Agreement as they mutually agree in good faith may be necessary to ensure compliance with the distribution provisions of Code section 409A and to cause any and all amounts due under this Agreement, the payment or distribution of which is delayed pursuant to Code section 409A, to be paid or distributed in a single sum payment at the earliest permissible date under Code section 409A. For purposes of Code section 409A, each payment under this Agreement shall be treated as a right to separate payment and not part of a series of payments. Without limiting the generality of the foregoing, in the event Executive is to receive a payment of compensation hereunder that is on account of a separation from service, such payment is subject to the provisions of Code section 409A, and Executive is a "specified employee" (as defined in section 1.409A-1(i) of the Treasury Regulations) of the Company, then payment shall not be made before the date that is six months after the date of separation from service (or, if earlier than the end of the six month period, the date of Executive's death). Amounts otherwise payable during such six-month payment shall be accumulated and paid in a lump sum on the first day of the seventh month after the date of separation from service.

4. Release. Before any compensation or benefits will be payable to Executive on account of a Covered Termination, Executive must (a) execute a release substantially in the form attached hereto as **Exhibit A** (the "**Release**") within the applicable Consideration Period specified in the Release, (b) not revoke the Release within any applicable revocation period specified in the Release such that the Release is effective not later than the 60th day following the date of termination of employment, and (c) comply with any post-termination obligations to the Company, including the confidentiality and non-disparagement provisions of the Release. In the event that Executive does not comply with any of the foregoing obligations, no compensation or benefits shall be payable under this Agreement to Executive, and the Company may cease any further payments or the provision of additional benefits hereunder.

5. Basis of Payments. All benefits under this Agreement shall be paid by the Company. This Agreement shall be unfunded, and benefits hereunder shall be paid only from the general assets of the Company.

6. No Gross-Up Payments. Notwithstanding any provision to the contrary, in the event that the payments described in this Agreement, when added to all other amounts or benefits provided to or on behalf of Executive in connection with Executive's termination of employment, would result in the imposition of an excise tax under Code section 4999, such payments shall be reduced to the extent necessary to avoid such excise tax imposition. If it is determined, after any such payments are made, that any such compensation must be returned to the Company so that Executive does not incur obligations under Code sections 280G or 4999, upon written notice to Executive to that effect, together with calculations of the Company's tax advisor, Executive shall remit to the Company the amount of the reduction plus such interest as may be necessary to avoid the imposition of such excise tax. Notwithstanding the foregoing or any other provision of this Agreement to the contrary, if any portion of the amount herein payable to Executive is determined to be non-deductible pursuant to the regulations promulgated under Code sections 280G or 4999, the Company shall be required only to pay to Executive the amount determined to be deductible under Code sections 280G or 4999.

7. Other Agreements and Policies.

(a) The Prior Agreement is terminated upon execution of this Agreement by Executive and the Company. Executive has executed a Proprietary Information, Inventions, Non-Solicitation, and Non-Competition Agreement with the Company (the "**Proprietary Information Agreement**"), and the non-competition, non-solicitation and non-disparagement provisions of the Proprietary Information Agreement shall remain in full force and effect during the Employment Period and, if applicable, after the Termination Date, in accordance with the provisions of the Proprietary Information Agreement.

(b) The compensation and benefits provided to Executive pursuant to this Agreement are in lieu of, and not in addition to, any benefits to which Executive may otherwise be entitled under any other agreement between Executive and the Company in respect of severance or termination pay or benefits, or any Company severance plan, policy or program, or other corporate documents of any type, including any individually negotiated severance provisions as part of any offer letter or employment agreement between the Company and Executive (collectively, "**Other Agreements**"). The severance pay and benefits provided hereunder are intended to supersede and replace any severance pay and benefits to which Executive may otherwise be entitled as a result of any termination from employment, and by executing this Agreement Executive agrees to waive, forego and forever relinquish any right or entitlement to receive compensation or benefits under any Other Agreements. This waiver and relinquishment is in consideration for the right to severance pay and benefits under the terms of this Agreement, which are in addition to the compensation and benefits that Executive would otherwise be eligible to receive, and applies whether or not Executive actually receives severance pay or benefits hereunder.

8. Term. This Agreement will become effective on the Effective Date and continue in effect for a period of successive one-year terms, unless at least ninety (90) days before the end of any such one-year term, the Company gives notice to Executive that the Agreement will not be renewed, in which case the Agreement will expire at the end of the then current term. Notwithstanding the foregoing, (a) if a Covered Termination occurs while the Agreement is effective, the Agreement will continue in effect until such time as Executive has received all of the payments and benefits to which he is entitled hereunder, and (b) upon a Change in Control, if this Agreement is still effective, the Change in Control Period will automatically commence for a period of two (2) years beginning on the effective date of the Change in Control.

9. GENERAL PROVISIONS.

9.1 Employment Status. This Agreement does not constitute a contract of employment or impose on Executive any obligation to remain as an employee, or impose on the Company any obligation to (a) retain Executive as an employee, (b) change the status of Executive as an at-will employee or (c) change the Company's policies regarding termination of employment.

9.2 Nonexclusivity. Except as specifically provided herein, nothing in this Agreement shall prevent or limit Executive's continuing or future participation in any benefit, bonus, incentive or other plans, programs, policies or practices provided by the Company and for which Executive may otherwise qualify, nor shall anything herein limit or otherwise affect such rights as Executive may have under any stock option or other equity agreements with the Company. Except as otherwise expressly provided herein, amounts which are vested benefits of which Executive is otherwise entitled to receive under any plan, policy, practice or program of the Company at or subsequent to the date of a Covered Termination shall be payable in accordance with such plan, policy, practice or program.

9.3 Non-Alienation of Benefits. No benefit hereunder shall be subject to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or change, and any attempt to so subject a benefit hereunder shall be void.

9.4 Notices. Any notices provided hereunder must be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by electronic mail, telex or confirmed facsimile if sent during normal business hours of the recipient, and if not, then on the next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to the Company at its primary office location and to Executive at Executive's address as listed on the Company payroll, or at such other address as the Company or Executive may designate by ten (10) days advance written notice to the other.

9.5 Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provisions had never been contained herein.

9.6 Waiver. If either party should waive any breach of any provisions of this Agreement, Executive or it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision of this Agreement.

9.7 Complete Agreement. This Agreement, including **Exhibit A**, constitutes the entire agreement between Executive and the Company with regard to the subject matter hereof. This Agreement is the complete, final, and exclusive embodiment of their agreement with regard to this subject matter and supersedes any prior oral discussions or written communications and agreements. This Agreement is entered into without reliance on any promise or representation other than those expressly contained herein.

9.8 Amendments. This Agreement may be amended, modified or terminated only in writing signed by Executive and the Company. The Company may only consent to an amendment or modification of this Agreement after such amendment or modification has been approved by the Company's Board of Directors or compensation committee thereof.

9.9 Counterparts. This Agreement may be executed in separate counterparts, any one of which need not contain signatures of more than one party, but all of which taken together will constitute one and the same Agreement.

9.10 Headings. The headings of the sections hereof are inserted for convenience only and shall not be deemed to constitute a part hereof nor to affect the meaning thereof.

9.11 Successors and Assigns. This Agreement is intended to bind and inure to the benefit of and be enforceable by Executive and the Company, and their respective successors, assigns, heirs, executors and administrators, except that Executive may not assign any of Executive's duties hereunder and Executive may not assign any of Executive's rights hereunder without the written consent of the Company.

9.12 Choice of Law and Venue. All questions concerning the construction, validity and interpretation of this Agreement will be governed by the laws of the State of Maryland. The parties hereby submit to the jurisdiction of the state and federal courts for the location encompassing the Company's then principal offices for the resolution of any disputes arising under this Agreement.

9.13 Opportunity for Independent Counsel and Advisors. Executive acknowledges that Executive has had an opportunity to retain and consult with independent counsel and tax advisors to review this Agreement. The Company makes no representations as to the tax treatment of the payments and benefits provided for under this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Executive Change in Control and Severance Benefits Agreement on the day and year first written above.

OPGEN, INC.

By: /s/ Evan Jones
Name: Evan Jones
Title: Chief Executive Officer

/s/ Timothy C. Dec
Timothy C. Dec

OPGEN, INC.

**AMENDED AND RESTATED
EXECUTIVE CHANGE IN CONTROL
AND SEVERANCE BENEFITS AGREEMENT**

This AMENDED AND RESTATED EXECUTIVE CHANGE IN CONTROL AND SEVERANCE BENEFITS AGREEMENT ("*Agreement*") is dated September 24, 2018 ("*Effective Date*"), and is between Vadim Sapiro ("*Executive*") and OPGEN, INC., a Delaware corporation (the "*Company*").

WHEREAS, Executive is currently employed by the Company with a title of Chief Information Officer;

WHEREAS, Executive and the Company are parties to that certain Amended and Restated Executive Change in Control and Severance Benefits Agreement, dated January 29, 2018 (the "*Prior Agreement*"), and

WHEREAS, the Company and Executive wish to terminate the Prior Agreement and enter into this amended and restated Agreement to set forth the compensation and benefits that Executive will be eligible to receive in the event that Executive's employment with the Company terminates under the circumstances described herein.

Accordingly, in consideration of the mutual promises and covenants contained herein the parties agree to the following:

1. Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

(a) "*Cause*" means: (i) Executive's commission of a felony; (ii) any act or omission of Executive constituting dishonesty, fraud, immoral or disreputable conduct that causes material harm to the Company; (iii) Executive's violation of Company policy that causes material harm to the Company; (iv) Executive's material breach of any written agreement between Executive and the Company which, if curable, remains uncured after notice; or (v) Executive's breach of fiduciary duty.

(b) "*Change in Control*" for the purpose of this Agreement, a "Change in Control" means:

(i) A transaction or series of transactions (other than an offering of Common Stock to the general public through a registration statement filed with the Securities and Exchange Commission) whereby any "person" or related "group" of "persons" (as such terms are used in Sections 13(d) and 14(d)(2) of the Exchange Act (other than the Company, any of its subsidiaries, an employee benefit plan maintained by the Company or any of its subsidiaries or a "person" that, prior to such transaction, directly or indirectly controls, is controlled by, or is under common control with, the Company) directly or indirectly acquires beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act) of securities of the Company possessing more than 50% of the total combined voting power of the Company's securities outstanding immediately after such acquisition; or

(ii) The consummation by the Company (whether directly involving the Company or indirectly involving the Company through one or more intermediaries) of (x) a merger, consolidation, reorganization, or business combination or (y) a sale or other disposition of all or substantially all of the Company's assets in any single transaction or series of related transactions or (z) the acquisition of assets or stock of another entity, in each case other than a transaction:

(1) which results in the Company's voting securities outstanding immediately before the transaction continuing to represent (either by remaining outstanding or by being converted into voting securities of the Company or the person that, as a result of the transaction, controls, directly or indirectly, the Company or owns, directly or indirectly, all or substantially all of the Company's assets or otherwise succeeds to the business of the Company (the Company or such person, the Successor) directly or indirectly, at least a majority of the combined voting power of the Successor's outstanding voting securities immediately after the transaction, and

(2) after which no person or group beneficially owns voting securities representing 50% or more of the combined voting power of the Successor; provided, however, that no person or group shall be treated for purposes of this Section 1(b) as beneficially owning 50% or more of the combined voting power of the Successor solely as a result of the voting power held in the Company prior to the consummation of the transaction; or

(iii) The Company's stockholders approve a liquidation or dissolution of the Company.

In addition, if a Change in Control constitutes a payment event under this Agreement that provides for the deferral of compensation and is subject to section 409A of the Code, the transaction or event described in subsection (i), (ii) or (iii) with respect to such award (or portion thereof) must also constitute a "change in control event," as defined in Treasury Regulation Section 1.409A-3(i)(5) to the extent required by Code section 409A.

The Board shall have full and final authority, which shall be exercised in its sole discretion, to determine conclusively whether a Change in Control has occurred pursuant to the above definition, and the date of the occurrence of such Change in Control and any incidental matters relating thereto; provided that any exercise of authority in conjunction with a determination of whether a Change in Control is a "change in control event" as defined in Treasury Regulation Section 1.409A-3(i)(5) shall be consistent with such regulation.

(c) "**Change in Control Period**" means the period commencing on the date of a Change in Control and ending on the second anniversary of such date.

(d) "**Code**" means Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder.

(e) "**Covered Termination**" has the meaning set forth in Section 2.1.

(f) "**Good Reason**" means any of the following, without Executive's consent: (i) a material diminution of Executive's responsibilities or duties (*provided, however*, that the acquisition of the Company and subsequent conversion of the Company to a division or unit of the acquiring company will not by itself be deemed to be a diminution of Executive's responsibilities or duties); (ii) material reduction in the level of Executive's base salary (and any such reduction will be ignored in determining Executive's base salary for purposes of calculating the amount of severance pay); (iii) relocation of the office at which Executive is principally based to a location that is more than fifty (50) miles from the location at which Executive performed his or her duties immediately prior to the effective date of a Change in Control; (iv) failure of a Successor in a Change in Control to assume this Agreement; or (v) the Company's material breach of any written agreement between Executive and the Company. Notwithstanding the foregoing, any actions taken by the Company to accommodate a disability of Executive or pursuant to the Family and Medical Leave Act shall not be a Good Reason for purposes of this Agreement. Additionally, before Executive may terminate employment for a Good Reason, Executive must notify the Company in writing within thirty (30) days after the initial occurrence of the event, condition or conduct giving rise to Good Reason, the Company must fail to remedy or cure the alleged Good Reason within the thirty (30) day period after receipt of such notice if capable of being cured within such thirty-day period, and, if the Company does not cure the Good Reason (or it is incapable of being cured within such thirty-day period), then Executive must terminate employment by no later than thirty (30) days after the expiration of the last day of the cure period (or, if the event condition or conduct is not capable of being cured within such thirty-day period, within thirty (30) days after initial notice to the Company of the violation). Transferring Executive's employment to a Successor is not itself Good Reason to terminate employment under this Agreement, provided, however, that subparagraphs (i) through (v) above shall continue to apply to Executive's employment by the Successor. This definition is intended to constitute a "**substantial risk of forfeiture**" as defined under Treasury Regulation 1.409A-1(d).

(g) "**Separation from Service**" has the meaning set forth in Section 2.1.

(h) "**Successor**" References to the Company in this Agreement shall be deemed to include any affiliate of the Company, or the acquiring, surviving or successor entity in a Change in Control or their affiliates (collectively, "**Successor**"), as applicable.

(i) "**Termination Date**" has the meaning set forth in Section 2.1.

2. Severance Benefits.

2.1 Eligibility for Severance Benefits. Other than during the Change in Control Period, during which Section 3 will control, if the Company terminates Executive's employment without Cause, and provided that any such termination constitutes a "separation from service" (as such term is defined in Treasury Regulation Section 1.409A-1(h), without regard to any alternative definitions thereunder, a "**Separation From Service**"), or Executive terminates his employment for Good Reason, (such termination event is referred to as a "**Covered Termination**" and the effective date of termination is the "**Termination Date**"), Executive will be eligible for the compensation and benefits described in Section 2.2 below. If Executive's employment terminates for any reason other than a Covered Termination, Executive will not be eligible to receive any compensation or benefits under this Section 2 of this Agreement. For the avoidance of doubt, the termination of Executive's employment as a result of the death or disability (as defined in the Company's long-term disability policy) of Executive shall not, in any event, be deemed to be a termination without Cause. Transferring Executive's employment to a Successor shall also not be considered a termination without Cause under this Agreement.

2.2 Amount of Severance Benefits. Following a Covered Termination, and subject to the terms and conditions set forth in Section 4, Executive will receive severance pay at the rate of Executive's base salary in effect immediately prior to the effective date of the Covered Termination for six (6) months from the Termination Date, less applicable withholdings and deductions as required by law, paid on the regular payroll dates of the Company following such Termination Date; *provided, however*, that no payments will be made prior to the 60th day following the Termination Date, and on such 60th day, the Company will make a lump sum payment to Executive equal to the payments he would have received through such date had the timing of the payments not been delayed by this sentence, with the balance of the payments made thereafter as originally scheduled.

3. Change in Control Severance Benefits. If a Change in Control closes and becomes effective and, during the Change in Control Period, Executive has a Covered Termination Executive will be eligible for the following payments and benefits:

3.1 Amount of Severance Benefits. Following a Covered Termination, and subject to the terms and conditions set forth in Section 4, Executive will receive severance pay at the rate of Executive's base salary in effect immediately prior to the effective date of the Covered Termination for twelve (12) months from the Termination Date, less applicable withholdings and deductions as required by law, paid on the regular payroll dates of the Company following such Termination Date; *provided, however*, that no payments will be made prior to the 60th day following the Termination Date, and on such 60th day, the Company will make a lump sum payment to Executive equal to the payments he would have received through such date had the timing of the payments not been delayed by this sentence, with the balance of the payments made thereafter as originally scheduled.

3.2 Accelerated Vesting of Equity Incentives. On the Termination Date of the Covered Termination, any outstanding stock option, restricted stock units or other equity awards held at such time by Executive under the terms of the OpGen, Inc. 2008 Stock Option and Restricted Stock Plan, as amended, the OpGen, Inc. 2015 Equity Incentive Plan, as amended, or any other plan or program, to the extent unvested or subject to forfeiture, will become vested and immediately exercisable (if applicable), or have a lapse of forfeiture restrictions (if applicable). For vested and exercisable stock options, Executive shall have one hundred eighty (180) days to exercise such vested stock options.

3.3 Health Benefits. For a period of six (6) months after the Termination Date, the Company shall be responsible for payment of health benefits for Executive and/or Executive's family at levels substantially equal to those which would have been provided to him or them in accordance with the plans, programs, practices and policies in effect as of the date before the Change in Control. If applicable, the Company shall satisfy this obligation by paying the cost of such health benefit continuation coverage pursuant to Section 601 et seq. of ERISA ("**COBRA**") for Executive and/or his family.

Anything in this Agreement to the contrary notwithstanding, if Executive's employment with the Company is terminated without Cause or is terminated for Good Reason within a period of one hundred eighty (180) days prior to the date on which a Change in Control occurs, and it is reasonably demonstrated that such termination (i) was at the request of a third party who has taken steps reasonably calculated to effect a Change in Control or (ii) otherwise arose in connection with or anticipation of a Change in Control, then for all purposes of this Agreement the "Termination Date" shall mean the date immediately prior to the date of such termination, and the additional benefits under this Section 3 shall be paid to Executive upon such Covered Termination during the Change in Control Period.

Notwithstanding anything in this Agreement to the contrary, in no event shall the Company be obligated to commence payment or distribution to Executive of any amount that constitutes nonqualified deferred compensation within the meaning of Code section 409A earlier than the earliest permissible date under Code section 409A that such amount could be paid without additional taxes or interest being imposed under Code section 409A. The Company and Executive agree that they will execute any and all amendments to this Agreement as they mutually agree in good faith may be necessary to ensure compliance with the distribution provisions of Code section 409A and to cause any and all amounts due under this Agreement, the payment or distribution of which is delayed pursuant to Code section 409A, to be paid or distributed in a single sum payment at the earliest permissible date under Code section 409A. For purposes of Code section 409A, each payment under this Agreement shall be treated as a right to separate payment and not part of a series of payments. Without limiting the generality of the foregoing, in the event Executive is to receive a payment of compensation hereunder that is on account of a separation from service, such payment is subject to the provisions of Code section 409A, and Executive is a "specified employee" (as defined in section 1.409A-1(i) of the Treasury Regulations) of the Company, then payment shall not be made before the date that is six months after the date of separation from service (or, if earlier than the end of the six month period, the date of Executive's death). Amounts otherwise payable during such six-month payment shall be accumulated and paid in a lump sum on the first day of the seventh month after the date of separation from service.

4. Release. Before any compensation or benefits will be payable to Executive on account of a Covered Termination, Executive must (a) execute a release substantially in the form attached hereto as **Exhibit A** (the "**Release**") within the applicable Consideration Period specified in the Release, (b) not revoke the Release within any applicable revocation period specified in the Release such that the Release is effective not later than the 60th day following the date of termination of employment, and (c) comply with any post-termination obligations to the Company, including the confidentiality and non-disparagement provisions of the Release. In the event that Executive does not comply with any of the foregoing obligations, no compensation or benefits shall be payable under this Agreement to Executive, and the Company may cease any further payments or the provision of additional benefits hereunder.

5. Basis of Payments. All benefits under this Agreement shall be paid by the Company. This Agreement shall be unfunded, and benefits hereunder shall be paid only from the general assets of the Company.

6. No Gross-Up Payments. Notwithstanding any provision to the contrary, in the event that the payments described in this Agreement, when added to all other amounts or benefits provided to or on behalf of Executive in connection with Executive's termination of employment, would result in the imposition of an excise tax under Code section 4999, such payments shall be reduced to the extent necessary to avoid such excise tax imposition. If it is determined, after any such payments are made, that any such compensation must be returned to the Company so that Executive does not incur obligations under Code sections 280G or 4999, upon written notice to Executive to that effect, together with calculations of the Company's tax advisor, Executive shall remit to the Company the amount of the reduction plus such interest as may be necessary to avoid the imposition of such excise tax. Notwithstanding the foregoing or any other provision of this Agreement to the contrary, if any portion of the amount herein payable to Executive is determined to be non-deductible pursuant to the regulations promulgated under Code sections 280G or 4999, the Company shall be required only to pay to Executive the amount determined to be deductible under Code sections 280G or 4999.

7. Other Agreements and Policies.

(a) The Prior Agreement is terminated upon execution of this Agreement by Executive and the Company. Executive has executed a Proprietary Information, Inventions, Non-Solicitation, and Non-Competition Agreement with the Company (the "**Proprietary Information Agreement**"), and the non-competition, non-solicitation and non-disparagement provisions of the Proprietary Information Agreement shall remain in full force and effect during the Employment Period and, if applicable, after the Termination Date, in accordance with the provisions of the Proprietary Information Agreement.

(b) The compensation and benefits provided to Executive pursuant to this Agreement are in lieu of, and not in addition to, any benefits to which Executive may otherwise be entitled under any other agreement between Executive and the Company in respect of severance or termination pay or benefits, or any Company severance plan, policy or program, or other corporate documents of any type, including any individually negotiated severance provisions as part of any offer letter or employment agreement between the Company and Executive (collectively, "**Other Agreements**"). The severance pay and benefits provided hereunder are intended to supersede and replace any severance pay and benefits to which Executive may otherwise be entitled as a result of any termination from employment, and by executing this Agreement Executive agrees to waive, forego and forever relinquish any right or entitlement to receive compensation or benefits under any Other Agreements. This waiver and relinquishment is in consideration for the right to severance pay and benefits under the terms of this Agreement, which are in addition to the compensation and benefits that Executive would otherwise be eligible to receive, and applies whether or not Executive actually receives severance pay or benefits hereunder.

8. Term. This Agreement will become effective on the Effective Date and continue in effect for a period of successive one-year terms, unless at least ninety (90) days before the end of any such one-year term, the Company gives notice to Executive that the Agreement will not be renewed, in which case the Agreement will expire at the end of the then current term. Notwithstanding the foregoing, (a) if a Covered Termination occurs while the Agreement is effective, the Agreement will continue in effect until such time as Executive has received all of the payments and benefits to which he is entitled hereunder, and (b) upon a Change in Control, if this Agreement is still effective, the Change in Control Period will automatically commence for a period of two (2) years beginning on the effective date of the Change in Control.

9. GENERAL PROVISIONS.

9.1 Employment Status. This Agreement does not constitute a contract of employment or impose on Executive any obligation to remain as an employee, or impose on the Company any obligation to (a) retain Executive as an employee, (b) change the status of Executive as an at-will employee or (c) change the Company's policies regarding termination of employment.

9.2 Nonexclusivity. Except as specifically provided herein, nothing in this Agreement shall prevent or limit Executive's continuing or future participation in any benefit, bonus, incentive or other plans, programs, policies or practices provided by the Company and for which Executive may otherwise qualify, nor shall anything herein limit or otherwise affect such rights as Executive may have under any stock option or other equity agreements with the Company. Except as otherwise expressly provided herein, amounts which are vested benefits of which Executive is otherwise entitled to receive under any plan, policy, practice or program of the Company at or subsequent to the date of a Covered Termination shall be payable in accordance with such plan, policy, practice or program.

9.3 Non-Alienation of Benefits. No benefit hereunder shall be subject to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or change, and any attempt to so subject a benefit hereunder shall be void.

9.4 Notices. Any notices provided hereunder must be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by electronic mail, telex or confirmed facsimile if sent during normal business hours of the recipient, and if not, then on the next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to the Company at its primary office location and to Executive at Executive's address as listed on the Company payroll, or at such other address as the Company or Executive may designate by ten (10) days advance written notice to the other.

9.5 Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provisions had never been contained herein.

9.6 Waiver. If either party should waive any breach of any provisions of this Agreement, Executive or it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision of this Agreement.

9.7 Complete Agreement. This Agreement, including **Exhibit A**, constitutes the entire agreement between Executive and the Company with regard to the subject matter hereof. This Agreement is the complete, final, and exclusive embodiment of their agreement with regard to this subject matter and supersedes any prior oral discussions or written communications and agreements. This Agreement is entered into without reliance on any promise or representation other than those expressly contained herein.

9.8 Amendments. This Agreement may be amended, modified or terminated only in writing signed by Executive and the Company. The Company may only consent to an amendment or modification of this Agreement after such amendment or modification has been approved by the Company's Board of Directors or compensation committee thereof.

9.9 Counterparts. This Agreement may be executed in separate counterparts, any one of which need not contain signatures of more than one party, but all of which taken together will constitute one and the same Agreement.

9.10 Headings. The headings of the sections hereof are inserted for convenience only and shall not be deemed to constitute a part hereof nor to affect the meaning thereof.

9.11 Successors and Assigns. This Agreement is intended to bind and inure to the benefit of and be enforceable by Executive and the Company, and their respective successors, assigns, heirs, executors and administrators, except that Executive may not assign any of Executive's duties hereunder and Executive may not assign any of Executive's rights hereunder without the written consent of the Company.

9.12 Choice of Law and Venue. All questions concerning the construction, validity and interpretation of this Agreement will be governed by the laws of the State of Maryland. The parties hereby submit to the jurisdiction of the state and federal courts for the location encompassing the Company's then principal offices for the resolution of any disputes arising under this Agreement.

9.13 Opportunity for Independent Counsel and Advisors. Executive acknowledges that Executive has had an opportunity to retain and consult with independent counsel and tax advisors to review this Agreement. The Company makes no representations as to the tax treatment of the payments and benefits provided for under this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Executive Change in Control and Severance Benefits Agreement on the day and year first written above.

OPGEN, INC.

By: /s/ Evan Jones

Name: Evan Jones

Title: Chief Executive Officer

/s/ Vadim Sapiro

Vadim Sapiro