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

April 1, 2020
Date of Report (Date of earliest event reported)

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

Delaware	**001-37367**	**06-1614015**
(State or other jurisdiction of incorporation or organization)	**(Commission File Number)**	**(I.R.S. Employer Identification No.)**

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

(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))

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

Title of Each Class	**Trading Symbol**	**Name of Each Exchange on Which Registered**
Common Stock	OPGN	Nasdaq Capital Market
Common Warrants	OPGNW	Nasdaq Capital Market

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 2.01 Completion of Acquisition or Disposition of Assets.

On April 1, 2020 (the "Closing Date"), OpGen, Inc. (the "Company") completed its business combination transaction (the "Transaction") with Curetis N.V., a public company with limited liability under the laws of the Netherlands (the "Seller"), as contemplated by the Implementation Agreement, dated as of September 4, 2019 (the "Implementation Agreement"), by and among the Company, the Seller, and Crystal GmbH, a private limited liability company organized under the laws of the Federal Republic of Germany and wholly owned subsidiary of the Company ("Purchaser"). Pursuant to the Implementation Agreement, the Purchaser acquired all of the shares of Curetis GmbH, a private limited liability company organized under the laws of the Federal Republic of Germany ("Curetis GmbH") and certain other assets and liabilities of the Seller, as further described below, and paid, as the sole consideration, 2,028,208 shares of the Company's common stock, par value $0.01 per share (the "Common Stock"), to the Seller, and reserved for future issuance (a) 134,356 shares of Common Stock, in connection with its assumption of the Seller's 2016 Stock Option Plan, as amended (the "Seller Stock Option Plan"), and the outstanding awards thereunder, and (b) 500,000 shares of Common Stock to be issued upon the conversion, if any, of certain convertible notes issued by the Seller. The 2,028,208 shares of Common Stock issued to the Seller represents approximately 13.8% of the outstanding Common Stock of the Company as of the date thereof.

At the closing, the Company assumed all of the liabilities of the Seller solely and exclusively related to the acquired business, which is providing innovative solutions, through development of proprietary platforms, diagnostic content, applied bioinformatics, lab services, research services and commercial collaborations and agreements, for molecular microbiology, diagnostics designed to address the global challenge of detecting severe infectious diseases and identifying antibiotic resistances in hospitalized patient (the "Curetis Business"). Pursuant to the Implementation Agreement, the Company also assumed and adopted the Seller Stock Option Plan as an Amended and Restated Stock Option Plan of the Company. In connection with the foregoing, the Company assumed all awards thereunder that were outstanding as of the Closing Date and converted such awards into options to purchase shares of Common Stock pursuant to the terms of the applicable award. In addition, the Company assumed, at the closing, all of the outstanding convertible notes issued by Seller in favor of YA II PN, LTD, pursuant to the previously disclosed Assignment of the Agreement for the Issuance of and Subscription to Notes Convertible into Shares, dated February 24, 2020 (the "Assignment Agreement"), and entered into pursuant to the Implementation Agreement.

The foregoing summary of certain terms of the Implementation Agreement, the Amended and Restated Stock Option Plan, and the Assignment Agreement do not purport to be complete and are subject to, and qualified in their entirety by, the full text of such documents. The Implementation Agreement and the Assignment Agreement are incorporated by reference as Exhibits 2.1 and 10.2 to this Current Report on Form 8-K, and the Amended and Restated Stock Option Plan is attached to this Current Report on Form 8-K as Exhibit 10.1, each of such exhibits are incorporated herein by reference.

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

Resignation of Certain Directors and Officers

Effective upon the consummation of the Transaction, and pursuant to the terms of the Implementation Agreement, (a) Evan Jones resigned from his positions as the Company's Chief Executive Officer ("CEO") and Chairman of the Board of Directors of the Company (the "Board"), and (b) Tina Nova, Ph.D. and Misti Ushio, Ph.D. resigned from their position as members of the Board. Mr. Jones remains as a director of the Company, as does Don Elsey, the chair of the Audit Committee of the Board.

Mr. Jones' resignation as CEO of the Company, effective April 1, 2020, was a resignation for "Good Reason" as defined in his Executive Change in Control and Severance Benefits Agreement, dated September 24, 2018 (the "Severance Agreement"). The Severance Agreement is incorporated by reference as Exhibit 10.3 to this Current Report on Form 8-K. Under the Severance Agreement, Mr. Jones will receive, as severance, an amount equal to one-twelfth of his annual base salary for six months. In addition, the Company and Mr. Jones entered into a Transition Agreement and General Release (the "Transition Agreement"), pursuant to which Mr. Jones will provide transition and integration assistance services to the Company. Mr. Jones will receive a consulting fee of approximately $23,000 per month in exchange for the services being provided under the Transition Agreement. Finally, if Mr. Jones continues to provide services to the Company until October 1, 2020 he will be paid his accrued but unpaid 2018 incentive bonus of $75,000. Mr. Jones has provided a general release of claims against the Company in the Transition Agreement as required by the Severance Agreement.

The foregoing summary of the Transition Agreement is not complete and is qualified in its entirety by reference to the Transition Agreement, a copy of which is attached to this Current Report on Form 8-K as Exhibit 10.4 and incorporated herein by reference.

Board of Directors

In connection with the closing of the Transaction and pursuant to the Implementation Agreement, effective as of April 1, 2020, Mario Crovetto, Prabhavathi Fernandes, Ph.D., William E. Rhodes, III, and Oliver Schacht, Ph.D. were appointed to the Board, in addition to Mr. Jones and R. Donald Elsey, who are remaining on the Board. Mr. Rhodes will serve as the non-executive Chairman of the Board. None of Mr. Crovetto, Dr. Fernandes, or Mr. Rhodes are a party to any transaction required to be disclosed pursuant to Item 404(a) of Regulation S-K. The Board has determined that each of Mr. Rhodes, Dr. Fernandes, Mr. Crovetto and Mr. Elsey are independent under the applicable standards of the Securities and Exchange Commission ("SEC") and Nasdaq. Neither of Mr. Jones or Mr. Schacht is an independent member of the Board.

The Company will enter into its standard form of Indemnification Agreement with each of Mr. Schacht, Mr. Crovetto, Dr. Fernandes and Mr. Rhodes, which provides for indemnification of the indemnitee to the fullest extent allowed by Delaware law. The form of Indemnification Agreement is incorporated by reference as Exhibit 10.5 to this Current Report on Form 8-K.

The biographies of the newly appointed independent directors are set forth below. See below for the biography of Mr. Schacht.

- Mr. Crovetto served as the chairman of the Audit Committee of Curetis N.V. since its initial public offering ("IPO") in 2015 until April 1, 2020. Mr. Crovetto has been working as an independent advisor on M&A and corporate projects, notably integrations, divestments and financings since 2011. From 1999 to 2011, he was the Chief Financial Officer ("CFO") of Eurand NV (Specialty Pharmaceuticals), which he took public to Nasdaq in 2007. From 1990 to 1999, he held various senior business positions at Recordati (Pharmaceuticals), including VP of Corporate Development, Division Manager of Diagnostics and Chief Financial Officer. Prior to that, he held various positions at Montedison (Specialty Chemicals), Digital Equipment Corporation, Mobil and SIAR (Management Consulting). Mr. Crovetto holds a BSc in Economics from the Università Cattolica del Sacro Cuore, Milan and a Master's degree in Business Economics from Harvard University, Cambridge, MA.

- Dr. Fernandes served as a member of the Curetis N.V. Supervisory Board from 2016 until April 1, 2020. Until her retirement in December 2016, she was President and CEO and a member of the board of directors of Cempra Pharmaceuticals, a company she founded. In 2012, she led the IPO and listing on Nasdaq for Cempra. Her career of more than four decades has focused on anti-infectives, first on clinical microbiology and infectious diseases and subsequently on pharmaceutical discovery and development. Prior to Cempra, Dr. Fernandes held executive leadership positions at pharmaceutical corporations including Bristol-Myers Squibb Pharmaceutical Research Institute, Abbott Laboratories and The Squibb Institute for Medical Research. She serves on the editorial board of several journals and she has authored numerous publications and numerous reviews and book chapters and serves as an advisor to three U.S. based biotechnology companies. In 2017, she was appointed to the National Biodefense Science Board (NBSB) in the Health and Human Services department of the U.S. government and in 2018 she was appointed its Chairperson. In 2018, she was appointed to the Scientific Advisory Board of Global Antibiotic Research & Development Partnership (GARDP), a joint initiative of DNDi and the WHO, which aims to develop and deliver new treatments for bacterial infections, and made Chair of it in November 2019. Finally, Dr. Fernandes joined the Aelin Therapeutics Board in Leven, Belgium, a company founded on protein aggregation technology that discovers and develops oncology and antibiotic products. Dr. Fernandes obtained her MSc in India, and did a Ph.D. and post-doctoral fellowship in bacterial cell membranes and clinical and public health microbiology.

- Mr. Rhodes served as the chairman of the Supervisory Board of Curetis N.V. since its IPO in 2015 until April 1, 2020. Mr. Rhodes is a healthcare executive with more than 30 years of experience in the healthcare industry. During his 14-year career at Becton, Dickinson and Company (BD, 1998-2012), Mr. Rhodes held several senior leadership positions, including roles as Worldwide President of BD Biosciences (2009-2011), a greater than $1 billion revenue segment of BD. He was also an Executive Officer of BD, and was responsible for corporate strategy and merger and acquisition functions for all of BD's businesses. Furthermore, he founded BD Ventures, the venture capital arm of Becton, Dickinson and Co. Prior to Becton Dickinson, he served in senior business development positions at Johnson & Johnson and Pfizer Inc. Mr. Rhodes also served as president at The William-James Co. and has a track record of over 20 successful acquisitions and divestitures. He was director of Andor Technologies plc (2013-2014), and has served on the boards of Novocell Inc., Conticare Medical, Vitagen Inc., Cellector Inc. and the California Healthcare Institute, BIO, the San Jose State University Research Foundation and Silicon Valley Leadership Group. He currently serves as director of Third Day Advisors LLC (since 2013), Omega Group plc (since 2013), Paramit Corporation LLC (since 2014), and as a member of the Advisory Board of Cayuga Venture Fund (since 2013). Mr. Rhodes has a number of advisory roles with Cornell University, including serving on the Advisory Councils of the McGovern Family Center for Life Sciences (since 2013) and Entrepreneurship at Cornell (since 2015). He also was appointed to the Cornell College of Agriculture and Life Sciences Dean's Council (2016) and served as a Venture Consultant for Cornell's Blackstone Launchpad (2016). Moreover, he is on the Editorial Board of the journal Clinical and Translational Medicine. Mr. Rhodes holds a Master's degree in International Business from Seton Hall University and a BSc degree from Cornell University. He originated eleven U.S. patents for novel topical drugs and has been a lecturer on entrepreneurship in life sciences, innovation technology and M&A at Cornell University, Seton Hall University and San Jose State University.

Committees of the Board of Directors

Effective as of April 1, 2020, the Committees of the Board of Directors will consist of:

Committee:	Members
Audit Committee	R. Donald Elsey, Chair Mario Crovetto Prabhavathi Fernandes
Compensation Committee	William E. Rhodes, III, Chair Mario Crovetto Prabhavathi Fernandes
Compliance Committee	Evan Jones, Chair R. Donald Elsey Prabhavathi Fernandes

Appointment of Certain Officers

Effective upon the consummation of the Transaction, and pursuant to the terms of the Implementation Agreement, Oliver Schacht, Ph.D., the former CEO of Seller, was appointed as the CEO of the Company, and Johannes Bacher was appointed as the Chief Operating Officer ("COO") of the Company.

Oliver Schacht, Ph.D., 49, is a corporate finance professional and expert in the molecular diagnostics industry. He has been CEO of Curetis N.V. since April 2011 and prior to that was a Supervisory Board Member of Curetis AG from mid-2010 until the end of the first quarter of 2011. He was a co-founder and CFO of Epigenomics AG (Berlin, Germany) and the CEO of Epigenomics Inc. (Seattle, USA). Mr. Schacht has extensive experience in developing and implementing commercial strategies and financing measures (including two initial public offerings), as well as in corporate finance, M&A transactions and alliance negotiations. During his time at Epigenomics AG (1999-2011), he headed all central business functions, including corporate finance, investor relations, PR, marketing and business development at the Berlin headquarters. Mr. Schacht also serves on the board of BIO Deutschland e.V. as President and previously as treasurer. Mr. Schacht obtained his Diploma in European Business Administration at the European School of Business in Reutlingen and London in 1994 as well as a Master's degree and a Ph.D. at the University of Cambridge (UK). During his time at Mercer Management Consulting (now Oliver Wyman) from 1995 to 1999, he worked on projects in M&A, growth strategies and re-organization in the pharmaceutical, biotechnology and other industries. He has co-founded several start-up companies in biotech, IT and education in Europe and the United States. Mr. Schacht has no family relationship with any director or executive officer of the Company, and has no direct or indirect material interest in any transaction required to be disclosed pursuant to Item 404(a) of Regulation S-K.

Johannes Bacher, 51, has over 20 years of R&D and managerial experience along with extensive expertise in research & development, international project management, finance, human resources and legal affairs. At Curetis, he managed all R&D functions in engineering, software, in vitro diagnostics development, innovation & technology, intellectual property and clinical trial operations. Since co-founding Curetis in 2007, he has continuously served as Managing Director / Director Operations (Curetis AG, since 2008) and COO (Curetis AG, since 2012; Curetis GmbH and publicly listed Curetis N.V. since 2015). Mr. Bacher has a degree in Electrical Engineering from the University of Stuttgart, Germany, and has previously held positions with Hewlett-Packard, Agilent Technologies and Philips Medical Systems. Mr. Bacher has no family relationship with any director or executive officer of the Company, and has no direct or indirect material interest in any transaction required to be disclosed pursuant to Item 404(a) of Regulation S-K.

In connection with his appointment, on April 2, 2020, the Company entered into an Amended and Restated Management Services Agreement (the "Management Agreement") with Mr. Schacht, pursuant to which he will serve as the CEO of the Company. The Management Agreement provides that Mr. Schacht will receive a management fee of €240,000 (Euros) per year and will be eligible to receive an annual bonus of up to fifty percent (50%) of the management fee. The annual bonus opportunity will be based on key performance metrics established by the Board and the Compensation Committee. Mr. Schacht will also be entitled to participate in the Company's 2015 Equity Incentive Plan, under which awards will be made consistent with the timing made to the Company's other officers.

The Management Agreement will automatically terminate upon the granting of Mr. Schacht's L1 visa application and the entry by the Company and Mr. Schacht into an employment agreement at such time. In connection with Mr. Schacht's relocation to the United States from Germany, the Company will reimburse Mr. Schacht for certain expenses up to $60,000, including airfare for Mr. Schacht and his family, moving expenses, incidentals and the cost of temporary housing for up to five months.

Under the Management Agreement, if Mr. Schacht's position as CEO of the Company is terminated by the Company other than for Cause (as defined in the Management Agreement), or by Mr. Schact for Good Reason (as defined in the Management Agreement), subject to Mr. Schacht's execution of a general release of claims in favor of the Company and continued compliance with the restrictive covenants set forth in therein, Mr. Schacht will receive a payment equal to six (6) months of his management fee under the Management Agreement at the time of termination. In addition, if the Management Agreement is terminated without cause by the Company or any successor, or by Mr. Schacht 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 management fee payment obligation is increased to twelve (12) months; (2) acceleration, vesting and lapse of forfeiture on any outstanding equity awards granted to Mr. Schacht, 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 Mr. Schacht and his 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.

Pursuant to the Management Agreement, Mr. Schact is subject to customary restrictive covenants, including a requirement not to compete with the Company and its affiliates anywhere in the world for a period of two years after termination of the agreement.

The foregoing summary of certain terms of the Management Agreement does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the agreement, which is attached to this Current Report on Form 8-K as Exhibit 10.6 and is incorporated herein by reference.

Other Information

The information disclosed under Item 2.01 of this Current Report on Form 8-K relating to the Amended and Restated Stock Option Plan of the Company is incorporated into this Item 5.02 by reference.

Item 8.01 Other Information.

On April 1, 2020, the Company issued a press release announcing the closing of the Transaction, a copy of which is attached as Exhibit 99.1 to this Current Report on Form 8-K and incorporated by reference herein.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

The required financial statements and pro forma financial information related to the acquisition of the Curetis Business are not filed with this Current Report on Form 8-K. OpGen, Inc. will file the required financial statements and pro forma financial information related to the Curetis Business acquisition within the 75-day time period required by the applicable SEC regulations.

The following exhibits are filed or furnished herewith:

Exhibit No.	Document
2.1	Implementation Agreement, dated as of September 4, 2019, by and among Curetis N.V., as Seller, and Crystal GmbH, as Purchaser and OpGen, Inc. (incorporated by reference to the Company's Current Report on Form 8-K filed with the SEC on September 4, 2019)
10.1 *!	Amended and Restated Stock Option Plan
10.2	Assignment of the Agreement for the Issuance of and Subscription to Notes Convertible into Shares, dated February 24, 2020, among OpGen, Inc., YA II PN, LTD, and Curetis N.V. (incorporated by reference to the Company's Current Report on Form 8-K filed with the SEC on February 28, 2020)
10.3 !	Executive Change In Control and Severance Benefits Agreement, dated September 24, 2018 between OpGen, Inc. and Evan Jones (incorporated by reference to Exhibit 10.2 to the Registrant's Current Report on Form 8-K, filed on September 25, 2018)
10.4 *!	Transition Agreement between OpGen, Inc. and Evan Jones
10.5	Form of Indemnification Agreement (incorporated by reference to the Company's Registration Statement on Form S-1 filed with the SEC on March 3, 2015)
10.6 *!	Amended and Restated Management Services Agreement, dated April 2, 2020, by and between OpGen, Inc. and Oliver Schacht
99.1 *	Press Release issued by OpGen, Inc. dated April 1, 2020

* Filed herewith.
! Management or compensatory agreement.

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.

By: /s/ Timothy C. Dec
Name: Timothy C. Dec
Title: Chief Financial Officer

April 2, 2020

OPGEN, INC.

AMENDED AND RESTATED STOCK OPTION PLAN, AS ASSUMED AND ADOPTED

APRIL 1, 2020

1. INTRODUCTION

1.1 This Amended and Restated Stock Option Plan, as assumed and adopted as of April 1, 2020 (this "Plan") was originally referred to as the "Curetis Stock Option Plan 2016", as amended on July 19, 2018, of Curetis N.V., a public company with limited liability under the laws of the Netherlands ("Curetis") and is being assumed, adopted and amended and restated by OpGen, Inc., a Delaware corporation ("OpGen"), as required by the Implementation Agreement. Under the Implementation Agreement, OpGen, through Crystal, will acquire all of the issued and outstanding capital stock of Curetis GmbH, a private limited liability company organized under the laws of the Federal Republic of Germany ("Curetis GmbH") and OpGen and/or Crystal will assume certain plans and indebtedness of Curetis, including adoption and assumption of this Plan.

1.2 OpGen is assuming and adopting this Plan as approved by its Board. Stockholder approval of the assumption and adoption of this Plan is not required as set forth in Nasdaq Marketplace Rule 5635(c)(3) and the provisions of IM-5635-1 related thereto.

2. DEFINITIONS

2.1 The definitions and other provisions in Schedule 1 shall apply throughout this Plan, unless provided otherwise.

3. PURPOSE OF THE STOCK OPTION PLAN

3.1 This Plan is designed in order to replace outstanding Options to acquire ordinary shares in the capital of Curetis N.V. with equivalent non-qualified stock Options of OpGen to acquire Shares of its Common Stock.

3.2 The purpose of the Plan is the retention of key employees with Option grants, spare liquidity, diminish employee turnover and the alignment of stockholders' interests with such employees.

4. TERM

4.1 This Plan became effective on June 16, 2016, and, unless extended by the Board and approved by stockholders, its term shall extend for ten (10) years from such date and expire on June 16, 2026. Options granted during the term of this Plan shall no longer Vest and be exercisable as set forth in the relevant Option Agreement after the expiration of such ten (10) year term.

5. ADMINISTRATION

5.1 The Compensation Committee of the Board shall administer this Plan. The Compensation Committee shall have the authority to:

5.1.1 take all actions required or advisable for the administration and proper implementation of this Plan;

5.1.2 interpret the Plan unless specifically provided otherwise in this Plan; and

5.1.3 make all other decisions necessary or advisable to enable the administration and proper implementation of this Plan.

6. GRANT OF OPTIONS

6.1 To the extent any additional Options are granted the grants shall be made by the Compensation Committee or its delegate.

6.2 The Compensation Committee shall act in accordance with the rules under the Insider Trading Policy and any applicable securities regulations as regards the granting, Vesting and settlement of any Options.

6.3 The number of Shares in respect of which Options have been granted under this Plan shall not exceed 134,356 Shares.

6.4 Shares in respect of which Options are granted will be retired and will not be available for future grants to the extent that the relevant Options lapse or are forfeited, without having been exercised in full.

6.5 A grant of an Option is a one-time benefit which does not create any contractual or other rights to receive future grants of Options, or any benefit in lieu of such Options.

6.6 An Optionee is not under any obligation to pay any amount to the Company in respect of the grant of Options.

7. TRANSFER OF OPTIONS

7.1 Except as provided for under this Plan, the Options may not be sold, assigned, transferred, pledged, mortgaged or otherwise disposed of.

8. VESTING OF OPTIONS

8.1 Each Option will Vest over a period of three (3) years whereby the first third (1/3) of any such Option will Vest at the first anniversary of the Date of Grant and the remaining two thirds (2/3) of each Option will Vest in monthly increments over the following twenty-four (24) months.

8.2 The Options that have not Vested in accordance with Clause 8.1 are, unless otherwise agreed by the Compensation Committee, forfeited upon a Termination of Employment Event with OpGen or any of its Subsidiaries, subject to the following.

8.2.1 Upon the occurrence of a Termination of Employment Event after the first anniversary of the Date of Grant, the Optionee's Options shall either be forfeited, lapse or continue to be exercisable as set forth below:

(a) In case of Termination for Cause, both the Options of such Optionee that have Vested (to the extent not exercised) and the Options of such Optionee that have not yet Vested shall be forfeited at the date of Termination for Cause, unless agreed otherwise by the Compensation Committee;

(b) in case of a Termination Without Cause, the Options of such Optionee that have Vested (to the extent not exercised) shall not be forfeited and the remaining part of the Options of such Optionee that have not yet Vested shall be forfeited at the date of Termination Without Cause.

8.3 No Optionee shall have any right whatsoever to damages in respect of the lapse, annulment or the forfeiture of any Option pursuant to this Plan.

9. OPTION PRICE

9.1 The Option Price will be set out in the relevant Option Agreement. Subject to the provisions of Clauses 10.6, 11.2 and 16.1, an Optionee is obliged to pay the Option Price upon exercise of Vested Options.

10. EXERCISE OF OPTIONS

10.1 Vested Options may not be exercised prior to the third anniversary of the Date of Grant and may be exercised, subject to the provisions of this Clause 10, until ten (10) years from the Date of Grant or such shorter period of time remaining under the Plan. Options which have not been exercised prior to the end of the aforementioned exercise period shall lapse automatically without any compensation whatsoever being due to the Optionee.

10.2 Options may only be exercised outside Closed Periods, unless exercise is allowed during a Closed Period under the Insider Trading Policy. An Optionee who possesses or could reasonably be suspected to possess Inside Information relating to OpGen shall always be prohibited from making use of that Inside Information by exercising an Option both during and outside a Closed Period.

10.3 An Optionee is required to notify OpGen in writing of the exercise of Options. Subject to Clauses 10.2 and 10.4 Options, to the extent Vested, can be exercised partially or all at once.

10.4 An Optionee shall not be entitled to any fractional Shares upon exercise of an Option. If any exercise of an Option would result in the issuance of fractional Shares, the number of Shares issued upon such exercise shall be rounded down to the nearest whole number.

10.5 Within one (1) month after an irrevocable written notice by an Optionee of his or her exercise of Vested Options, the Shares in respect of which the Vested Option has been exercised will be issued or transferred to the Optionee, against prior payment of the Option Price in cash or in such other manner as is agreed in the Option Agreement or as is set forth herein.

10.6 All the provisions in this Plan relating to exercise of Options and the sale of Shares are subject to restrictions regarding the exercise of Options laid down in any applicable law and the Insider Trading Policy.

11. CHANGE IN CONTROL

11.1 In the event of a Change In Control, all the outstanding Options will Vest fully at the date of the Change In Control, unless provided otherwise in Clause 11.2.

11.2 In the event of a Change In Control due to a sale, merger, demerger, sale of substantially all of the assets or consolidation of the Company, all the outstanding Options will be addressed in the applicable acquisition agreement. Such agreement may at the sole discretion of the Compensation Committee and without the approval or the advice of the Optionees being required, provide the following:

11.2.1 the continuation of the outstanding Options by the Company (if the Company is the company that continues to exist);

11.2.2 the take-over of the Plan and the outstanding Options by the acquiring company or the company that continues to exist, or its parent company;

11.2.3 the replacement of the outstanding Options by new option rights with conditions that are equivalent to the conditions of the outstanding Options by the acquiring company or the company that continues to exist, or its parent company; or

11.2.4 the cancellation of each outstanding Option in return for payment to the Optionee of an amount per Option equal to the difference between the Fair Market Value of the Common Stock at the time of the closing under the purchase, merger, demerger or consolidation agreement less the Option Price.

12. ADJUSTMENT AND CLAW BACK

12.1 OpGen may recover from an Optionee all or part of the Options granted and Shares or cash, as the case may be, transferred to the Optionee pursuant to this Plan, if the grant was made on the basis of incorrect financial or other data. If Vesting of the Options would in the opinion of the Compensation Committee produce an unfair result due to extraordinary circumstances, the Compensation Committee has the power to adjust the value of the award downwards or upwards.

13. TAXES

13.1 The Company and/or its Subsidiaries shall have the right to withhold from any salary, severance or other amounts payable by the Company, or a Subsidiary to an Optionee, or to otherwise require payment by the Optionee of, any taxes and/or social security contributions payable by the Optionee in connection with his participation in the Plan as well as any taxes and/or social security contributions payable by the Optionee in connection with any grant, Vesting or exercise of Options.

13.2 An Optionee is and remains at all times fully responsible for the payment of any taxes and/or social security contributions payable by the Optionee in connection with his or her participation in the Plan.

14. REPORTING OBLIGATIONS

14.1 An Optionee is obliged to fully cooperate with notification obligations towards regulators that result from or are connected with a grant or exercise of Options or otherwise connected to this Plan or the Option Agreement.

15. NO EMPLOYMENT CONDITION

15.1 The participation of an Optionee in the Plan does not constitute remuneration for any employment activity. The Options are not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any severance, resignation, redundancy, and/or service payments, bonuses, long service awards, pension or retirement benefits or similar payments.

16. RECAPITALIZATION

16.1.1 In the event of any stock dividend, stock split, combination or exchange of shares, merger, consolidation or other distribution (other than normal cash dividends) of Company assets to stockholders, or any other change affecting the Shares of the Company's stock or the share price of the Company's stock other than an Equity Restructuring, the Compensation Committee shall make equitable adjustments, if any, to reflect such change with respect to: (i) the aggregate number and kind of Shares that may be issued under the Plan (including, but not limited to, adjustments of the limitations in Clause 6.3 on the maximum number and kind of Shares which may be issued under the Plan); (ii) the number and kind of Shares (or other securities or property) subject to outstanding Options; (iii) the terms and conditions of any outstanding Options (including, without limitation, any applicable performance targets or criteria with respect thereto); and (v) the exercise price per Share for any outstanding Options under the Plan.

16.1.2 In the event of any transaction or event described in Clause 16.1.1 or any unusual or nonrecurring transactions or events affecting the Company, any Subsidiary of the Company, or the financial statements of the Company or any Subsidiary, or of changes in applicable law or accounting principles, the Compensation Committee, in its sole discretion, and on such terms and conditions as it deems appropriate, either by the terms of the Option or by action taken prior to the occurrence of such transaction or event and either automatically or upon the Optionee's request, is hereby authorized to take any one or more of the following actions whenever the Compensation Committee determines that such action is appropriate in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan or with respect to any Option under the Plan, to facilitate such transactions or events or to give effect to such changes in laws, regulations or principles:

(a) To provide for either (1) termination of any such Option in exchange for an amount of cash, if any, equal to the amount that would have been attained upon the exercise of such Option or realization of the Optionee's rights (and, for the avoidance of doubt, if as of the date of the occurrence of the transaction or event described in this Clause 16.1.2, the Compensation Committee determines in good faith that no amount would have been attained upon the exercise of such Option or realization of the Optionee's rights, then such Option may be terminated by the Company without payment) or (2) the replacement of such Option with other rights or property selected by the Compensation Committee, in its sole discretion, having an aggregate value not exceeding the amount that could have been attained upon the exercise of such Option or realization of the Optionee's rights had such Option been currently exercisable or payable or fully vested;

(b) To provide that such Option be assumed by the successor or survivor corporation, or a parent or Subsidiary thereof, or shall be substituted for by similar options, rights or awards covering the stock of the successor or survivor corporation, or a parent or Subsidiary thereof, with appropriate adjustments as to the number and kind of shares and prices;

(c) To make adjustments in the number and type of Shares of the Company's stock (or other securities or property) subject to outstanding Options and/or in the terms and conditions of (including the exercise price), and the criteria included in, outstanding Options and Options which may be granted in the future;

(d) To provide that such Option shall be exercisable or payable or fully vested with respect to all Shares covered thereby, notwithstanding anything to the contrary in the Plan or the applicable Option Agreement; and

(e) To provide that the Option cannot Vest, be exercised or become payable after such event.

16.1.3 In connection with the occurrence of any Equity Restructuring, and notwithstanding anything to the contrary in Clauses 16.1.1 and 16.1.2, the Compensation Committee shall equitably adjust each outstanding Option, which adjustments may include adjustments to the number and type of securities subject to each outstanding Option and/or the exercise price or grant price thereof, if applicable, the grant of new Options, and/or the making of a cash payment. The Compensation Committee shall make such equitable adjustments, if any, as the Compensation Committee, in its sole discretion, may deem appropriate to reflect such Equity Restructuring with respect to the aggregate number and kind of Shares that may be issued under the Plan (including, but not limited to, adjustments of the limitations in Clause 6.3 on the maximum number and kind of Shares which may be issued under the Plan). The adjustments provided under this Clause 16.1.3 shall be nondiscretionary and shall be final and binding on the affected Optionee and the Company.

17. CONFIDENTIALITY

17.1 By executing an Option Agreement, the Optionee accepts an obligation not to disclose any information regarding the Plan, or any information in connection therewith, unless such Optionee is legally obliged to disclose such information by law or exchange regulations.

18. GOVERNING LAW

18.1 This Plan is governed by the laws of the State of Delaware.

19. AMENDMENT AND REVOCATION

19.1 The Compensation Committee and the Board shall have the right to alter, amend or terminate the Plan or any part thereof at any time and from time to time, provided, however, that no such alteration or amendment shall adversely affect the rights relating to any Options granted or Shares acquired upon exercise of Options prior to that time.

SCHEDULE 1
DEFINITIONS

1. In this Plan, unless the context otherwise requires or unless otherwise specified hereinafter, the following words shall have the following meaning:

Board means the Board of Directors of OpGen, Inc.

Change in Control means and includes each of the following:

(a) 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

(b) 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:

(i) 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 Entity")) directly or indirectly, at least a majority of the combined voting power of the Successor Entity's outstanding voting securities immediately after the transaction, and

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

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

In addition, if a Change in Control constitutes a payment event with respect to any portion of an Option that provides for the deferral of compensation and is subject to Section 409A of the Code, the transaction or event described in subclause (a), (b) or (c) with respect to such Option (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 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;

Closed Period means a closed period of the Company within the meaning of the OpGen Insider Trading Policy;

Common Stock means the common stock, par value $0.01 per share, of OpGen;

Company or **OpGen** means (i) OpGen, Inc., a Delaware corporation and (ii) its legal successor(s);

Compensation Committee means the Compensation Committee of the Board;

Compliance Officer	means an officer with such title, appointed in accordance with the terms of the Insider Trading Policy;
Control	means, in relation to a Person, the power to exercise, directly or indirectly, more than fifty per cent (50%) of the controlling rights of that Person or the possibility to appoint or designate more than fifty per cent (50%) of the total number of directors or any other similar managerial body, through ownership of the Shares or other securities, by means of agreement, power of attorney or otherwise;
Date of Grant	means the day that an Option is granted as set out in the relevant Option Agreement;
Equity Restructuring	means a nonreciprocal transaction between the Company and all of its then-current stockholders, such as a stock dividend, stock split, spin-off, or recapitalization through a large, nonrecurring cash dividend, that affects the number or kind of Shares (or other securities of the Company) or the share price of Common Stock (or other securities) and causes a change in the per-share value of the Common Stock underlying outstanding Options;
Exchange Act	means the Securities Exchange Act of 1934, as amended from time to time;
Fair Market Value	means, as of any given date, the value of a Share determined as follows: (a) If the Common Stock is listed on any (i) established securities exchange (such as the New York Stock Exchange, the NASDAQ Global Market, the NASDAQ Global Select Market and the NASDAQ Capital Market), (ii) national market system or (iii) automated quotation system on which the Shares are listed, quoted or traded, its Fair Market Value shall be the closing sales price for a Share as quoted on such exchange or system for such date or, if there is no closing sales price for a Share on the date in question, the closing sales price for a Share on the last preceding date for which such quotation exists, as reported in The Wall Street Journal or such other source as the Compensation Committee deems reliable;

	(b) If the Common Stock is not listed on an established securities exchange, national market system or automated quotation system, but the Common Stock is regularly quoted by a recognized securities dealer, its Fair Market Value shall be the mean of the high bid and low asked prices for such date or, if there are no high bid and low asked prices for a Share on such date, the high bid and low asked prices for a Share on the last preceding date for which such information exists, as reported in The Wall Street Journal or such other source as the Compensation Committee deems reliable; or (c) If the Common Stock is neither listed on an established securities exchange, national market system or automated quotation system nor regularly quoted by a recognized securities dealer, its Fair Market Value shall be established by the Board or Compensation Committee in good faith;
Implementation Agreement	means that certain Implementation Agreement, dated September 4, 2019 (the "Implementation Agreement"), by and among Curetis, OpGen, and Crystal GmbH, a private limited liability company organized under the laws of the Federal Republic of Germany and wholly owned Subsidiary of OpGen ("Crystal");
Inside Information	means material nonpublic information as defined in the Insider Trading Policy;
Insider Trading Policy	means the OpGen Insider Trading Policy, as amended from time to time;
Option Agreement	means an agreement between a Optionee and the Company in relation to the grant of Options specifying, amongst others, the Date of Grant, the number of Options, the Option Price, the applicable Vesting schedule as referred to in Clause 8.1, the applicable exercise period and a brief description of the performance condition(s) as a condition of Vesting, if any;

Option Price	means the exercise price as of the date of adoption of this Plan by OpGen, as adjusted in accordance with the Implementation Agreement, or, otherwise, the Fair Market Value on the Date of Grant;
Optionee	means a Person who has accepted Options offered under an Option Agreement;
Option	means a right to purchase Shares at the Option Price subject to the terms of the Plan and the Option Agreement;
Person	means a natural person, body, company, legal person, association, foundation, special-purpose fund and other entities;
Plan	means this Amended and Restated Stock Option Plan, as assumed and adopted as of March 31, 2020, as amended from time to time;
Shares	means shares of Common Stock of the Company;
Subsidiary	means and any and all entities or persons with respect to which now or hereafter the Company, directly or indirectly, holds more than fifty per cent (50%) of the issued capital stock, or more than fifty per cent (50%) of the voting power, or has the power to appoint and to dismiss a majority of the directors or otherwise to direct the activities of such Person;
Termination for Cause	means the occurrence of a Termination of Employment Event (i) at the initiative of the Company or any Subsidiary on the basis of an urgent cause or a serious cause in a situation where (serious) blame can be attributed to the Optionee including dishonesty, fraud, willful misfeasance, gross negligence or other gross misconduct by the Optionee or (ii) at the initiative of the Optionee in a situation where the Company or any Subsidiary could terminate the employment, management or other relevant business relationship, between an Optionee and the Company or any Subsidiary on the basis of an urgent cause or a serious cause in a situation where (serious) blame can be attributed to the Optionee as set out above, unless determined otherwise by the Compensation Committee;

Termination of Employment Event	means the termination of the employment between an Optionee and the Company or any Subsidiary for any reason, including but not limited to the death of an Optionee or long term illness or disability;
Termination Without Cause	means the occurrence of a Termination of Employment Event with respect to an Optionee that is not a Termination for Cause; and
Vest, Vested, Vesting	means the event of an Option vested as described in Clause 8.

2. A reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted.

3. The singular includes the plural and vice versa.

4. Headings to clauses and schedules are for convenience only and do not affect in any way the interpretation thereof.

TRANSITION AGREEMENT AND GENERAL RELEASE

This Transition Agreement and General Release (the "Agreement"), dated as of April 1, 2020, is between Evan Jones (hereinafter referred to as "Executive") and OpGen, Inc., a Delaware corporation (the "Company"). In consideration of the mutual promises and commitments made in this Agreement, and intending to be legally bound, Executive, on the one hand, and the Company on the other hand, agree to the terms set forth in this Agreement.

1. **General.** The Company and Executive hereby acknowledge that Executive is, by executing this Agreement, resigning as Chief Executive Officer and Chairman of the Board effective as of April 1, 2020 (the "Termination Date"). Consistent with his Change in Control and Severance Benefits Agreement, dated as of September 24, 2018 (the "Employment Agreement"), Executive is resigning for "Good Reason" in connection with the closing of the transactions contemplated by that certain Implementation Agreement, dated September 4, 2019 (the "Implementation Agreement"), by and among Curetis N.V., a public company with limited liability under the laws of the Netherlands ("Curetis"), the Company, and Crystal GmbH, a private limited liability company organized under the laws of the Federal Republic of Germany and wholly owned Subsidiary of OpGen ("Crystal"). The Company hereby acknowledges that the Executive's resignation meets the requirements of "Good Reason" under his Employment Agreement. The parties also acknowledge that the Executive shall remain a director of the Company as contemplated by the Implementation Agreement.

2. **Services.** The Executive will make himself reasonably available, in an amount of time not to exceed twenty (20) hours per month without the Executive's prior approval, to provide transition and integration assistance to the Chief Executive Officer of the Company, particularly with respect to the legacy OpGen regulatory and collaborative partner activities (the "Services"). If the Company does not request 20 hours of Services in any one month, the monthly consulting fee set forth in Section 4(c) shall be paid. If the Company asks the Executive to travel to provide such Services, and the Executive agrees, the Company will be responsible for all travel costs, including transportation, lodging and meals.

3. **Term.** The term of this Agreement shall begin on April 1, 2020 and end on December 31, 2020, unless terminated by either party, at any time after October 1, 2020, by providing fifteen (15) days prior written notice of such termination.

4. **Consideration.** Executive shall be entitled to receive:

a. any accrued but unpaid compensation earned for any periods prior to the Termination Date and reimbursement of all expenses in accordance with the Company's policies;

b. the severance benefits described in Section 2.2 of the Employment Agreement, payable in accordance with Section 2.2 of the Employment Agreement. For the avoidance of doubt, such severance benefits are $212,500, an amount equal to six months of Executive's base salary currently in effect, paid in installments on the regular payroll dates following the Termination Date; provided that no payments will be made prior to the 60^{th} day following the Termination Date and on such 60^{th} day the Company will make a lump sum payment of the accrued severance benefits. The Executive shall receive these severance benefits even if this Agreement is terminated for any reason;

c. as a consulting fee for the Services rendered during the term of this Agreement, the Executive shall receive payments of $23,611.11 per month, in arrears, for each month of the term. The Executive shall provide the Company with reasonable documentation of his activities, and receipts for reimbursement as required by the Company's reimbursement policies; and

d. if the Executive continues to provide Services to the Company under this Agreement until October 1, 2020, the Company shall pay his accrued but unpaid 2018 incentive bonus in the amount of $75,000.

In addition, the Executive shall be entitled to convert any Company benefits to personal benefits as offered to any departing employee of the Company and shall be eligible to make a COBRA election under the Company's health care plans in order to continue such coverage. The Company shall reimburse the Executive for such costs for the first six months of coverage.

All equity awards granted to the Executive prior to the Termination Date shall remain in full force and effect for the term of this Agreement, and the Executive shall have the standard period to exercise any vested stock options after the end of the term of this Agreement.

While the Executive is receiving compensation under this Agreement, he will not receive any non-employee director compensation.

5. **Proprietary Information Agreement**. The Proprietary Information Agreement referenced in Section 7(a) of the Employment Agreement remain in full force and effect during the term of this Agreement and for the applicable periods after termination of this Agreement.

6. **Release of Claims**. In consideration of the severance payments and consulting fees described in Section 4 and for other good and valuable consideration, and intending to be legally bound, Executive hereby irrevocably releases and forever discharges all Releasees of and from any and all Claims that he (on behalf of either himself or any other person or persons) ever had or now has against any and all of the Releasees, or which he (or his heirs, executors, administrators or assigns or any of them) hereafter can, shall or may have against any and all of the Releasees, for or by reason of any cause, matter, thing, occurrence or event whatsoever through the effective date of this Agreement. Executive acknowledges and agrees that the Claims released in this Section include, but are not limited to, (a) any and all Claims based on any law, statute or constitution or based on contract or in tort or common law, (b) any and all Claims based on or arising under any civil rights laws, such as any Maryland or Delaware employment laws, or Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e et seq.), or the Federal Age Discrimination in Employment Act (29 U.S.C. § 621 et seq.) (hereinafter referred to as the "ADEA"), as amended by the Older Workers Benefit Protection Act, or state anti-discrimination statutes, including the Maryland Fair Employment Practices Act, (c) Claims arising under the Genetic Information and Non-Discrimination Act, (d) Claims arising under the Maryland Fair Employment Practices Act and the Maryland Anti-Discrimination Statute, (e) Claims arising under any Maryland local City or County discrimination statute, (f) Claims arising under the Employee Retirement Income Security Act, (g) whistleblower Claims arising under any state or federal law, (h) Claims arising under the National Labor Relations Act, Uniformed Services Employment and Reemployment Rights Act, and the Occupational Safety and Health Act, (i) Claims arising under the Worker Adjustment Retraining and Notification Act, (j) Claims arising under the Employment Agreement, and the Company's 2015 Equity Incentive Plan, as amended and restated, and related Award Agreements, (k) Claims arising under any other federal, state or local law or ordinances, and (l) Claims for any type of damages cognizable under any of the laws referenced herein, including, but not limited to, any and all Claims for compensatory damages, punitive damages, and attorneys' fees and costs.

When used in this Agreement, the word "Releasees" means the Company and all or any of its past and present parent, subsidiary and affiliated corporations, companies, partnerships, members, joint ventures and other entities and their groups, divisions, departments and units, and their past and present directors, trustees, officers, managers, partners, supervisors, employees, attorneys, agents and consultants, and their predecessors, successors and assigns, and the word "Claims" means each and every Claim, complaint, cause of action, and grievance, whether known or unknown and whether fixed or contingent, and each and every promise, assurance, contract, representation, guarantee, warranty, right and commitment of any kind, whether known or unknown and whether fixed or contingent.

7. **Claims Not Released**. Notwithstanding any other provision of this Agreement, the following are not barred by the Agreement: (a) Claims relating to the validity of this Agreement; (b) Claims by either party to enforce this Agreement, the Employement Agreement or any indemnification rights granted to the Executive under the Company's Bylaws or any agreement; (c) Claims under any state workers' compensation or unemployment law; and (d) Claims that legally may not be waived. Further, it is understood and agreed that this Agreement does not bar Executive's right to file an administrative charge with the Securities and Exchange Commission (SEC), the Equal Employment Opportunity Commission (EEOC), the United States Department of Labor (DOL), the National Labor Relations Board (NLRB), or any other federal, state or local agency; prevent Executive from reporting to any government agency any concerns Executive may have regarding the Company's practices; or preclude Executive's participation in an investigation by the SEC, EEOC, DOL, NLRB or any other federal, state or local agency, although the Agreement does bar Executive's right to recover any personal relief (including monetary relief) if Executive or any person, organization, or entity asserts a charge or complaint on Executive's behalf, including in a subsequent lawsuit or arbitration, except that Executive may receive an award from the SEC under the federal securities laws.

8. **No Other Compensation**. Executive agrees that, except as specifically provided in this Agreement or the Employment Agreement, there is no compensation, benefits, or other payments due or owed to him by each or any of the Releasees, including, without limitation, the Company, and there are no other payments due or owed to him in connection with his employment with Company.

9. **No Admission**. The terms of this Agreement are not to be considered as an admission on behalf of either party. Neither this Agreement nor its terms shall be admissible as evidence of any liability or wrongdoing by each or any of the Releasees in any judicial, administrative or other proceeding now pending or hereafter instituted by any person or entity.

10. All provisions of this Agreement are severable and if any of them is determined to be invalid or unenforceable for any reason, the remaining provisions and portions of this Agreement shall be unaffected thereby and shall remain in full force to the fullest extent permitted by law.

11. This Agreement shall be governed by and interpreted under and in accordance with the laws of the State of Maryland. Any suit, Claim or cause of action arising under or related to this Agreement shall be submitted by the parties hereto to the exclusive jurisdiction of the courts of Maryland or to the federal courts located therein if they otherwise have jurisdiction.

12. This Agreement constitutes a complete and final agreement between the parties and supersedes and replaces all prior or contemporaneous agreements, offer letters, severance policies and plans, negotiations, or discussions relating to the subject matter of this Agreement and no other agreement shall be binding upon each or any of the Releasees, including, but not limited to, any agreement made hereafter, unless in writing and signed by an officer of the Company, and only such agreement shall be binding against the Company. This Agreement and the Employment Agreement shall be binding on any successors or assigns of either party. Except as modified herein, all other terms of the Employment Agreement that are in effect shall remain in full force and effect.

13. Executive acknowledges that:

a. he has been advised to consult with an attorney before signing this Agreement; and

b. he is signing this Agreement voluntarily, with full knowledge of the nature and consequences of its terms.

14. All executed copies of this Agreement and photocopies thereof shall have the same force and effect and shall be as legally binding and enforceable as the original. This Agreement may be executed in counterparts, using electronic signatures and delivered by pdf or other electronic mail.

15. Executive acknowledges that he has been given up to twenty-one (21) days within which to consider this Agreement before signing it. Subject to Section 16 below, this Agreement will become effective on the date of Executive's signature hereof.

16. For a period of seven (7) calendar days following his signature of this Agreement, Executive may revoke the Agreement, and the Agreement shall not become effective or enforceable until the seven (7) day revocation period has expired. Executive may revoke this Agreement at any time within that seven (7) day period, by sending a written notice of revocation to the Tim Dec at tdec@opgen.com. Such written notice must be actually received by the Company within that seven (7) day period in order to be valid. If a valid revocation is received within that seven (7) day period, this Agreement shall be null and void for all purposes and no additional benefits shall be conferred. If Executive does not revoke this agreement, the benefits described in this Agreement shall become effective.

[Signatures on the next page.]

IN WITNESS WHEREOF, the parties have read, understand and do voluntarily execute this Transition Agreement and General Release.

OPGEN, INC.		EVAN JONES	
By:	/s/ Misti Ushio		/s/ Evan Jones
Name:	Misti Ushio		
Title:	Director		
Date:	April 1, 2020	Date:	April 1, 2020

AMENDED AND RESTATED MANAGEMENT SERVICES AGREEMENT

This Amended and Restated Management Services Agreement (this "Agreement"), dated April 2, 2020 (the "Effective Date"), is entered into by and between OpGen, Inc., a Delaware corporation (the "Company"), and Oliver Schacht, born on 1 August 1970 in Frankfurt am Main, Germany, living at the address Am Gänsberg 41, 72218 Wildberg-Gültlingen, Germany (the "Manager"). The Company and the Manager shall hereinafter collectively also be referred to as the "Parties" and each individually as a "Party".

Background

(a) The Manager and Curetis N.V., a public company incorporated under the laws of the Netherlands ("Curetis"), entered into that Management Services Agreement on July 1, 2018 (the "Original Agreement"), pursuant to which the Manager served as the Managing Director of Curetis.

(b) Pursuant to that certain Implementation Agreement, dated September 4, 2019 (the "Implementation Agreement"), by and among the Company, Curetis N.V., and Crystal GmbH, a wholly owned subsidiary of the Company, the Company assumed the Original Agreement upon consummation of the transactions contemplated by the Implementation Agreement on April 1, 2020.

(c) In light of the consummation of such transaction, the Parties desire to amend and restate the Original Agreement on the terms and conditions provided herein to reflect the Manager's appointment as Chief Executive Officer of the Company.

(d) On the basis of article 2:132 paragraph 3 Dutch Civil Code (*Burgerlijk Wetboek*) the legal relationship between a listed company and its Managing Director cannot qualify as an employment agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. APPOINTMENT AND SERVICES

1.1 The Company hereby appoints the Manager to serve as President and Chief Executive Officer of the Company effective as of the Effective Date until the termination or expiration of this Agreement in accordance with its terms. In such position, the Manager will be responsible for the management of the affairs of OpGen and its affiliated businesses and will carry out his duties in accordance with the Company's governing documents and applicable law and the other responsibilities assigned and delegated to the Manager from time to time by the Company's board of directors (the "Board").

1.2 The Manager shall spend sufficient time providing the services under this Agreement, as to ensure the proper performance of his duties hereunder.

1.3 The Manager shall, at all times during the term of this Agreement faithfully and diligently perform those duties and exercise such powers which are or may be necessary from time to time in connection with the provision of the services hereunder and abide by all applicable laws and all other applicable regulations.

1.4 The Manager shall perform the services at his own discretion and shall not be subject to specific directions from OpGen as to the manner in which the services should be performed, other than set forth in this Agreement or directed by the Board.

1.5 The performance of the Manager and the course of the Company business will be monitored by and evaluated by the Board on an annual basis.

2. TERM AND TERMINATION OF THE AGREEMENT

2.1 The term of this Agreement shall commence on the Effective Date and shall continue in force until December 31, 2021 (the "Term"), unless sooner terminated in accordance with its terms.

2.2 This Agreement shall automatically terminate upon the approval and granting of the Manager's L1 visa by the U.S. Depart of Homeland Security or other applicable governmental agency of the Unites States (the "Visa Approval") and the entry by the Company and the Manager into an employment agreement pursuant to which the Manager will serve as the President and Chief Executive Officer of the Company (the "Employment Agreement"). Unless otherwise agreed upon by the Parties, the Employment Agreement shall contain terms substantially similar to those included in this Agreement as well as any additional terms that may be reasonably necessary in light of the change in the Manager's status as an employee of the Company.

2.3 This Agreement can be terminated by either Party by giving 12 months' written notice to the other Party. In case of a termination by the Board there shall be no automatic entitlement to any bonus payment for such year and any bonus payment in such a case will be at the sole discretion of the Board.

2.4 The Company may immediately terminate this Agreement for Cause (as defined herein), by giving written notice to the Manager specifying such Cause. The Manager may immediately terminate this Agreement for Good Reason (as defined herein), by giving written notice to the Company specifying such Good Reason.

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

2.6 "Good Reason" means any of the following, without Manager's consent: (i) a material diminution of Manager'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 Manager's responsibilities or duties); (ii) material reduction in the level of Manager's base salary (and any such reduction will be ignored in determining Manager's base salary for purposes of calculating the amount of severance pay); (iii) relocation of the office at which Manager is principally based to a location (other than the Company's principal offices) that is more than fifty (50) miles from the location at which Manager performed his 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 the Manager and the Company. Notwithstanding the foregoing, any actions taken by the Company to accommodate a disability of the Manager or pursuant to the Family and Medical Leave Act shall not be a Good Reason for purposes of this Agreement. Additionally, before the Manager may terminate employment for a Good Reason, the Manager 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 Manager 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 the Manager'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 the Manager'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).

2.7 "Change in Control" for the purpose of this Agreement, a "Change in Control" means:

(a) 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

(b) 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:

(i) 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

(ii) 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 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.

2.8 In case the Manager is unable to perform the services under this Agreement as a result of disability or long term illness, this Agreement terminates six (6) months after the month in which the disability or the long term illness has been determined by a doctor.

3. MANAGEMENT FEE, REIMBURSEMENTS, ACCIDENT AND DEATH

3.1 As from the Effective Date, the Manager will be entitled to management fee of € 240,000 (Euros) gross per year, for the services performed under this Agreement, which management fee shall be paid to the Manager in twelve (12) equal monthly installments (the "Management Fee") to be wired into an account designated by the Manager. This Management Fee shall be re-evaluated by the Board or the Compensation Committee thereof (the "Committee") at least once a year.

3.2 During the hundred and twenty (120) day period following the Effective Date, the Committee shall undertake a benchmarking study of the Manager's compensation compared to the Company's peer companies. Upon conclusion of such study, the Committee shall re-evaluate the Management Fee and the Manager's bonus opportunity under Section 3.3 and identify any appropriate adjustments. Any adjustment to the Management Fee made by the Committee pursuant to this Section 3.2 shall be applied retroactively to the Effective Date.

3.3 The Manager will be entitled to an annual bonus that will be awarded on the basis of the achievement of key performance indicators ("KPI's") that are set by the Board and Committee in advance of each fiscal year. With respect to fiscal year 2020, the Board and Committee shall establish such KPIs within ninety (90) days of the Effective Date, and the bonus for such year shall be pro-rated for the portion of the year during which the Manager served as Chief Executive Officer of the Company. The KPI's will be recorded in writing and shall relate to the financial results and operational progress of the Company and the individual performance of the Manager during a fiscal year. The actual bonus to be awarded is the amount of the bonus entitlement to be adjusted in line with the percentage in which the KPI's are being met; provided, that if such KPIs are achieved at the target established by the Board or Committee, the bonus entitlement shall not exceed 50% of the Management Fee. The Board or Committee will determine to what extent and to what percentage the KPI's have been met during a fiscal year promptly following the closing of each fiscal year. The actual bonus amount will be paid out with the first monthly installment thereafter. Determination of the bonus payments is at the sole discretion of the Board and Committee.

3.4 The Manager shall be reimbursed promptly by the Company for reasonable expenses, incurred by the Manager in connection with the fulfilment of the services hereunder and necessary for the proper fulfilment thereof, which expenses include inter alia travel costs, (plane) tickets, hotels, telephone and representation costs, including business lunches and business dinners, upon submission in arrears of specified expense statements (*declaraties*), substantiated by receipts as well as the appropriate per diem tax allowances under the relevant tax regime. In addition, the Manager shall be reimbursed for the Manager's actual re-location expenses up to an aggregate amount of US$60,000 that are incurred by the Manager in connection with relocating near the Company's principal offices in Gaithersburg, Maryland, U.S. following receipt of the Visa Approval, subject to Manager's delivery of reasonable receipts or other evidence of such incurred expenses. Such re-imburseable, re-location expenses will include those items set forth on Schedule A attached hereto. These re-location expenses once actually paid shall vest on a pro rata temporis basis over a twelve month period from the Effective Date of this Agreement in twelve equal monthly increments. In case Manager terminates his service under this Agreement or any future employment agreement with the Company during such twelve month period Company would be entitled to receive any unvested amounts hereunder from Manager.

3.5 To facilitate payment of amounts due to the Manager hereunder, the Parties agree that all amounts payable hereunder may be paid by Curetis, on behalf of the Company, following which the Company will reimburse Curetis for any amounts paid.

3.6 Except to the extent required by law, no amounts shall be deducted or withheld from the Company's payments to the Manager for tax purposes of any nature whatsoever, and no social security contributions of any kind shall be payable by the Company on behalf of the Manager.

3.7 The Manager is responsible and obliged to take out and maintain, at its own expense, an adequate insurance regarding illness, injury or any other form of disability or incapacity of the Manager. The Company will reimburse the Manager for up to €12,000 (Euros) for the costs of maintaining health insurance coverage for the Manager and his immediate family.

3.8 ln case of the Manager's death during the term of this Agreement, the payment of the Management Fee as referred to in Section 3.1 shall continue to be paid out to the Manager's surviving dependents (being the legal beneficiaries / heirs) for a period of six (6) months.

4. INCENTIVE COMPENSATION

4.1 The Manager shall be entitled to participate in the Company's 2015 Equity Incentive Plan, as amended and restated. Awards under such plan shall be determined and made by the Board and Committee consistent with the timing of awards made to other executive officers of the Company.

5. HOLIDAY

5.1 The Manager shall have the right not to perform the services, without losing its right on the Management Fee and reimbursements of the expenses as set out in Section 3 during thirty (30) working days per year (the "Holidays").

5.2 The Holidays will be taken in parts. The dates on which the Holidays are taken, the availability and representation during the Holidays will be liaised in close consultation with the Board. In case of ten (10) or more Holidays are taken in a block the Manager will also inform the Chairman of the Board at least thirty (30) days in advance.

5.3 Any holidays not taken within twelve (12) months after the year they have accrued will lapse, and the Company shall pay a pro-rated financial compensation.

6. INSURANCE

6.1 The Company has and maintains professional Directors and Officers Liability Insurance ("D&O Insurance") that applies to the Manager on the basis of generally accepted insurance conditions. The D&O Insurance shall provide for coverage of financial loss incurred by Company or a third party as a result of a negligent act or omission of the Manager.

6.2 The Company or an affiliate shall maintain an accident and injury insurance for the benefit of the Manager that provides for coverage of injury and/or damages incurred by the Manager.

7. INTELLECTUAL PROPERTY RIGHTS

7.1 The Manager hereby agrees that all intellectual property rights, including but not limited to, copyrights, neighbouring rights, trade and business names, trademarks including service marks, domain names, source codes, registered and unregistered design rights, database rights, patents, supplementary protection certificates, plant variety rights, rights in topographies (layout-design) of semi-conductor products, logo's, rights in trade dress or get-up, know how rights and (other) sui generis (intellectual property) rights, rights in computer software and any other intellectual property rights, in each case registered or unregistered and including all applications (or rights to apply) for and renewals, divisionals, continuations or (other) extensions of such rights, and all equivalent rights or forms of protection in any part of the world, which arise from or relate to the services provided by the Manager (whether or not instructed by third parties) or are otherwise created by the Manager either in the course of the performance of the services under this Agreement or otherwise, including all moral rights, or any amendments or developments thereto, are vested exclusively in the Company (the "Intellectual Property Rights"). The Company shall not be obliged to pay any compensation to the Manager for the ownership of the Intellectual Property Rights, unless explicitly agreed otherwise. This means inter alia that the Company has the exclusive, worldwide, right to license, distribute, produce and otherwise exploit the Intellectual Property Rights.

7.2 Insofar as the Intellectual Property Rights are, by operation of law or otherwise, vested in the Manager, the Manager hereby unconditionally and irrevocably assigns and transfers all (existing and future) Intellectual Property Rights to the Company, which assignment and transfer is hereby accepted (in advance) by the Company without any form of compensation being due. The Manager hereby unconditionally and irrevocably waives all (existing and future) moral rights without any form of compensation being due. The Manager is required to immediately inform the Company in the event Intellectual Property Rights are created. The Manager is required to take all necessary measures to protect the Intellectual Property Rights. The Manager shall not, without the prior consent of the Company, disclose, reproduce, use, manufacture, offer market, sell, rent or supply the results of their work or instruct third parties to register these results.

7.3 The Manager undertakes, upon request of the Company, all that the Company deems required or desirable in order to establish the assignment and transfer of the Intellectual Property Rights and the waiver of the moral rights. The Manager shall provide all cooperation to register the Intellectual Property Rights in the name of Company at the relevant registers. The Manager hereby grants an irrevocable power of attorney to the Company to take all necessary measures in name of the Manager with respect to such registration.

7.4 The Manager shall, upon request of the Company, provide all cooperation required by the Company to safeguard and exercise against third parties the Intellectual Property Rights and moral rights and to render all assistance in case of (alleged) infringement of third party rights or (alleged) infringement by third parties.

7.5 The Manager hereby confirms that the Management Fee (a) covers any assignment of Intellectual Property Rights and any waiver of moral rights by the Manager, and (b) provides sufficient compensation for the loss of the benefit of these Intellectual Property Rights and moral rights.

8. PROPERTIES OF THE COMPANY

8.1 Any and all properties of the Company, including but not limited to documents and copies of documents, digital data and data carriers, made available or provided to the Manager during the term of and under this Agreement and which are therefore on that basis in the possession of the Manager, are and shall remain the property of the Company and the Manager has the obligation to return or destroy these properties to the Company on the Company's first demand and furthermore ultimately on the day this Agreement terminates.

9. CONFIDENTIALITY

9.1 The Manager shall not, except in the proper performance of his duties hereunder, either during the term of this Agreement or after termination thereof, divulge to any person any trade secrets or other confidential information concerning the Company entrusted to him or arising or coming to his knowledge during the course of the performance of his duties or otherwise, and he shall use their best efforts to prevent the publication or disclosure thereof.

10. NON-COMPETE, NON SOLICITATION AND ANCILLARY ACTIVITIES

10.1 The Manager shall, during this Agreement and for a period of two (2) years after the termination of this Agreement (the "Restricted Period"), not be involved, in any manner, either independent or as an employee, a contractor or otherwise in a company or undertaking that directly or indirectly competes with the Company or a company affiliated with the Company or a company or undertaking that maintains to a substantial extent business or company relations with the Company or a company affiliated to the Company. During the Restricted Period, the Manager is prohibited to establish, acquire or directly or indirectly take part in such a company or undertaking, that as the case may be carries out the same activities as Company as to its products and geographical scope. The Manager specifically commits that he

(a) will not enter into an agreement either as an employee or as an independent contractor;

(b) will not support directly or indirectly activities that are prohibited on the basis of this non-compete provision;

(c) will not directly or indirectly establish or acquire a company or undertaking that competes with the Company; and

(d) will not take part directly or indirectly in a company or undertaking that competes with the Company.

The non-compete as set out in this section does not apply to the acquisition or possession of shares of a public company of maximally 2% of the issued share capital that are admitted to a regulated market or stock exchange.

10.2 The Manager commits that he will not during the Restricted Period, directly or indirectly:

(a) influence or attempt to influence customers, suppliers, consultants or any other third party who at the moment of termination of this Agreement have a contractual or any other kind of relationship with the Company or a company affiliated with the Company, with the aim to terminate or not to continue their relationship with the Company or to decrease the amount of products or services delivered, put forward or acquired; or

(b) solicit or attempt to solicit persons, who at the moment of termination of this Agreement, are a member of the management board or an employee of the Company or a company affiliated with the Company with the aim to influence or attempt to influence that they will end or damage their working relationship with the Company or a company affiliated to the Company, except when it concerns job advertisements in good faith that are not aimed at an individual or persons that are at the moment of termination of this Agreement a member of the management board or an employee of the Company or a company affiliated with the Company.

10.3 The Company will compensate the Manager for the term of the post contractual non-compete and non-solicitation by way of an amount of 50% of the annual remuneration applicable under this Agreement during each year that the post contractual non-compete and non-solicitation apply. Payment will be made in monthly instalments in arrears during the term of the post contractual non-compete and non-solicitation. The compensation will not be paid in case the Manager executes the right to terminate this Agreement without Good Reason.

10.4 The Company can waive the post contractual non-compete and non-solicitation at any time by written notification to the Manager. In such event the post contractual non-compete and non-solicitation will lapse after a period of six months after the Company's written notification to the manager.

10.5 In case this Agreement is being terminated on the basis of Cause or Good Reason, the Party terminating this Agreement is allowed to waive his or its rights following from the post contractual non-compete and non-solicitation by way of a written notification to the other Party within one (1) month after the termination on the basis of the Cause or Good Reason.

10.6 During the Term, the Manager shall refrain from accepting remunerated or non-remunerated duties – including any other board of director's seat or similar position – on behalf of third parties or from doing business for his own account without the prior written consent of the Board. The Board will not withhold its consent in case the ancillary activities do not conflict with the business of the Company or the position of the Manager.

11. INTENTIONALLY OMITTED

12. CHANGE IN CONTROL

12.1 For purposes of this Section 12, the following terms shall have the following meanings:

(a) "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.

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

(c) "Successor" means any affiliate of the Company, or an acquiring, surviving or successor entity in a Change in Control or their affiliates, as applicable.

12.2 Other than during the Change in Control Period, during which Section 12.4 will control, if the Company terminates this Agreement 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 the Manager terminates this Agreement for Good Reason, (such termination event is referred to as a "Covered Termination" and the effective date of termination is the "Termination Date"), the Manager will be eligible for the compensation and benefits described in Section 12.3 below. If the Manager's terminates this Agreement for any reason other than a Covered Termination, the Manager will not be eligible to receive any compensation or benefits under Section 12.3 of this Agreement. For the avoidance of doubt, the termination of this Agreement as a result of the death or disability (as defined in the Company's long-term disability policy) of the Manager shall not, in any event, be deemed to be a termination without Cause. Transferring this Agreement to a Successor shall also not be considered a termination without Cause under this Agreement.

12.3 Following a Covered Termination, and subject to the terms and conditions set forth in Section 12.5, the Manager will be entitled to receive pay at the rate of the Manager's Management Fee 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 the Manager 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.

12.4 If a Change in Control closes and becomes effective and, during the Change in Control Period, the Manager has a Covered Termination the Manager will be eligible for the following payments and benefits:

(a) Following a Covered Termination, and subject to the terms and conditions set forth in Section 12.5, the Manager will receive pay at the rate of the Manager's Management Fee 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 the Manager 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.

(b) On the Termination Date of the Covered Termination, any outstanding stock option, restricted stock units or other equity awards held at such time by the Manager under the terms of the OpGen, Inc. 2015 Equity Incentive Plan, as amended, the OpGen, Inc. Amended and Restated Stock Option Plan, as assumed and adopted as of April 1, 2020, 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, the Manager shall have one hundred eighty (180) days to exercise such vested stock options.

(c) For a period of six (6) months after the Termination Date, the Company shall be responsible for payment of health benefits for the Manager and/or the Manger'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 the Manager and/or his family. Anything in this Agreement to the contrary notwithstanding, if this Agreement is terminated by the Company without Cause or is terminated by the Manager 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 12.4 shall be paid to the Manager upon such Covered Termination during the Change in Control Period.

(d) Notwithstanding anything in this Agreement to the contrary, in no event shall the Company be obligated to commence payment or distribution to the Manager 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 the Manager 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 the Manager 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 the Manager 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 the Manager'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 termination.

12.5 Before any compensation or benefits will be payable to the Manager on account of a Covered Termination, the Manager must (a) execute a release in the form attached hereto as Schedule B (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 this Agreement, 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 the Manager does not comply with any of the foregoing obligations, no compensation or benefits shall be payable under this Section 12 to the Manager, and the Company may cease any further payments or the provision of additional benefits hereunder.

12.6 Notwithstanding any provision to the contrary, in the event that the payments described in this Section 12, when added to all other amounts or benefits provided to or on behalf of the Manager in connection with the termination of this Agreement and the Manager's provision of services to the Company, 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 the Manager does not incur obligations under Code sections 280G or 4999, upon written notice to the Manager to that effect, together with calculations of the Company's tax advisor, the Manager 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 the Manager 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 the Manager the amount determined to be deductible under Code sections 280G or 4999.

13. MISCELLANEOUS

13.1 Unless explicitly stipulated in this Agreement, neither of the Parties is allowed to transfer this Agreement and/or obligations resulting from this Agreement to a third party in whole or in part, without the prior written consent of the other Party.

13.2 A failure by a Party to take action in the event of non-performance by the other Party regarding any provision of this Agreement shall not operate as a waiver of such right.

13.3 Amendments or additions to this Agreement are only possible and effective to the extent that these are set forth in writing in a document signed by the Parties.

13.4 In the event that one or more provisions of this Agreement is found to be invalid, the remaining provisions shall remain effective. The Parties shall discuss the invalid provisions in order to agree upon an alternative arrangement that is valid and which as closely as possible corresponds with the contents of the provisions to be replaced.

13.5 This Agreement amends, restates and supersedes the Original Agreement in all respects, which Original Agreement shall therefore be of no further or force or effect following the Effective Date. This Agreement comprises the entire agreement between the parties and there are not any agreements, understanding, promises or conditions, oral or written, express or implied concerning the subject matter which are not included into this Agreement and superseded thereby.

13.6 This Agreement may be executed in any number of counterparts. All the counterparts shall together constitute one and the same Agreement.

13.7 This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland, without regard to its conflict of laws principles. 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.

13.8 All notices or formal communications under or in connection with this Agreement shall be in the English language.

13.9 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.

13.10 The Manager acknowledges that the Manager 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, this Agreement has been executed by the Parties as of the Effective Date.

OpGen, Inc.

_____

By:
Title:

The Manager

_____

Oliver Schacht

Schedule A

Schedule A to the Agreement is not being filed in accordance with applicable SEC rules. Such schedule is not material to understanding the Agreement. The information will be disclosed supplementally to the SEC upon request.

Schedule B

Form of Release Agreement

1. Release. In exchange for the payments and other consideration provided under the Amended and Restated Management Services Agreement (the "Services Agreement"), and other good and valuable consideration, to which the Manager would not otherwise be entitled, and except as otherwise set forth in this Release Agreement, the Manager hereby generally and completely releases, acquits and forever discharges the Company, its parents and subsidiaries, and its and their officers, directors, managers, partners, agents, servants, employees, attorneys, shareholders, successors, assigns and affiliates (collectively, the "Company"), of and from any and all claims, liabilities, demands, causes of action, costs, expenses, attorneys' fees, damages, indemnities and obligations of every kind and nature, in law, equity, or otherwise, both known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to agreements, events, acts, conduct, or omissions at any time prior to and including the execution date of this Release Agreement, including but not limited to: all such claims and demands directly or indirectly arising out of or in any way connected with the Manager's performance of services for the Company or the termination of the Services Agreement; claims or demands related to salary, bonuses, commissions, stock, stock options, or any other ownership interests in the Company, vacation pay, fringe benefits, expense reimbursements, severance or termination pay, or any other form of compensation; claims pursuant to any federal, state or local law, statute, or cause of action; tort law; or contract law. The claims and causes of action the Manager is releasing and waiving in this Release Agreement include, but are not limited to, any and all claims and causes of action that the Company, its parents and subsidiaries, and its and their respective officers, directors, agents, servants, employees, attorneys, shareholders, successors, assigns or affiliates:

(a) has violated its personnel policies, handbooks, or covenants of good faith and fair dealing;

(b) has discriminated against the Manager on the basis of age, race, color, sex (including sexual harassment), national origin, ancestry, disability, religion, sexual orientation, marital status, parental status, source of income, entitlement to benefits, any union activities or other protected category in violation of any local, state or federal law, constitution, ordinance, or regulation, including but not limited to: the Age Discrimination in Employment Act, as amended (the "ADEA"); Title VII of the Civil Rights Act of 1964, as amended; the Maryland Fair Employment Practices Act; Maryland Law on Equal Pay; 42 U.S.C. § 1981, as amended; the Equal Pay Act; the Americans With Disabilities Act; the Employee Retirement Income Security Act, Section 510; the National Labor Relations Act; and the Genetic Information Nondiscrimination Act, the Family and Medical Leave Act, and similar state and local statutes, laws and ordinances; and

(c) has violated any statute, public policy or common law (including but not limited to claims for retaliatory discharge; negligent hiring, retention or supervision; defamation; intentional or negligent infliction of emotional distress and/or mental anguish; intentional interference with contract; negligence; detrimental reliance; loss of consortium to the Manager or any member of the Manager's family and/or promissory estoppel).

Notwithstanding the foregoing, the Manager is not releasing any of the following rights or claims: (i) claims for severance payments or benefits in accordance with the Services Agreement, (ii) claims for vested retirement benefits under any tax-qualified retirement plan of the Company, (iii) claims relating to the conversion or continuation of insured welfare benefits under any employee benefit plan sponsored or maintained by the Company in which the Manager was a participant as of the date of termination or resignation, (iv) any rights of indemnification that the Manager may have for any liabilities arising from the Manager's actions within the course and scope of employment with the Company or within the course and scope of the Manager's role as a member of the Board of Directors and/or officer of the Company, or (v) any rights or claims that may arise after the execution date of this Release Agreement. Also excluded from this Release Agreement are any claims which cannot be waived by law. In addition, this Release Agreement will not operate to limit or bar the Manager's rights to: file an administrative charge of discrimination with the Equal Employment Opportunity Commission ("EEOC") or state and local fair employment practices agencies; report to any government agency any concerns he may have regarding Company's practices or testify, assist or participate in an investigation, hearing or proceeding conducted by any such agency; or his ability to seek or obtain monetary awards from the SEC's whistleblower program. However, the Release Agreement does bar the Manager's right to recover any personal relief if the Manager or anyone on his behalf seeks to file a lawsuit or arbitration on the same basis as a charge or complaint of discrimination. The Manager also acknowledges that the consideration given to the Manager in exchange for the waiver and release in the Release Agreement is in addition to anything of value to which the Manager was already entitled, and that the Manager has been paid for all time worked, has received all the leave, leaves of absence and leave benefits and protections for which the Manager is eligible, and has not suffered any on-the-job injury for which the Manager has not already filed a claim. The Manager further acknowledges that the Manager has been advised by this writing that the Manager's waiver and release does not apply to any rights or claims that may arise after the execution date of this Release Agreement.

2. ADEA Waiver and Release. The Manager acknowledges that the Manager is knowingly and voluntarily waiving and releasing any rights the Manager may have under the ADEA, as amended. The Manager acknowledges that the Manager has been advised by this writing that: (a) the Manager has twenty-one (21) days (except in the event that the Manager's services were terminated as part of a group termination, as determined by the Company, in which case the Manager has forty-five (45) days) to consider this Release Agreement (although the Manager may choose to voluntarily execute this Release Agreement earlier, in which case, the Manager will sign the Consideration Period waiver below); (b) the Manager has seven (7) days following execution of this Release Agreement to revoke it; and (c) this Release Agreement shall not be effective until the date upon which the revocation period has expired unexercised (the "Effective Date"), which shall be the eighth day after this Release Agreement is executed by the Manager. The Manager may revoke this Release Agreement during the seven (7) day revocation period by notifying the Company's Chief Executive Officer, Chief Financial Officer, or General Counsel in writing.

3. Confidentiality. The provisions of this Release Agreement will be held in strictest confidence by the Manager and will not be publicized or disclosed in any manner whatsoever; *provided*, *however*, that: (a) the Manager may disclose this Release Agreement to the Manager's immediate family; (b) the Manager may disclose this Release Agreement in confidence to the Manager's attorney, accountant, auditor, tax preparer, and financial advisor; and (c) the Manager may disclose this Release Agreement insofar as such disclosure may be required by law.

4. Non-disparagement. The Manager agrees not to disparage the Company, and the Company's employees, directors, managers, partners, agents, attorneys and affiliates, in any manner likely to be harmful to them or their business, business reputation or personal reputation; *provided* that the Manager may respond accurately and fully to any question, inquiry or request for information when required by legal process.

5. No Admission. This Release Agreement does not constitute an admission by the Company of any wrongful action or violation of any federal, state, or local statute, or common law rights, including those relating to the provisions of any law or statute concerning employment actions, or of any other possible or claimed violation of law or right.

6. Executive Certification - Validity of Agreement. The Manager certifies that he has carefully read this Release Agreement and has executed it voluntarily and with full knowledge and understanding of its significance, meaning and binding effect. The Manager further declares that he is competent to understand the content and effect of this Release Agreement and that his decision to enter into this Release Agreement has not been influenced in any way by fraud, duress, coercion, mistake or misleading information. The Manager has not relied on any information except what is set forth in this Agreement.

7. Advice to Consult Legal Representative. Company recommends that the Manager consult with an attorney of his own choosing, at his own expense, with regard to entering into this Release Agreement.

8. Breach. The Manager agrees that upon any breach of this Release Agreement by the Manager, the Manager will forfeit all amounts paid or owing to the Manager under this Release Agreement. Further, the Manager acknowledges that it may be impossible to assess the damages caused by the Manager's violation of the terms of Section 1 of this Release Agreement and further agree that any threatened or actual violation or breach of those paragraphs of this Release Agreement will constitute immediate and irreparable injury to the Company. The Manager therefore agrees that any such breach of this Release Agreement is a material breach of this Release Agreement, and, in addition to any and all other damages and remedies available to the Company upon the Manager's breach of this Release Agreement, the Company shall be entitled to an injunction to prevent the Manager from violating or breaching this Release Agreement. The Manager agrees that if the Company is successful in whole or part in any legal or equitable action against the Manager under this Section 8, the Manager agrees to pay all of the costs, including reasonable attorney's fees, incurred by the Company in enforcing the terms of this Release Agreement

9. Miscellaneous. This Release Agreement constitutes the complete, final and exclusive embodiment of the entire agreement between the Manager and the Company with regard to this subject matter. It is entered into without reliance on any promise or representation, written or oral, other than those expressly contained herein, and it supersedes any other such promises, warranties or representations. This Release Agreement may not be modified or amended except in a writing signed by both the Manager and a duly authorized officer of the Company. This Release Agreement will bind the heirs, personal representatives, successors and assigns of both the Manager and the Company, and inure to the benefit of both the Manager and the Company, their heirs, successors and assigns. If any provision of this Release Agreement is determined to be invalid or unenforceable, in whole or in part, this determination will not affect any other provision of the Release Agreement and the provision in question will be modified by the court so as to be rendered enforceable. This Release Agreement will be deemed to have been entered into and will be construed and enforced in accordance with the laws of the State of Maryland as applied to contracts made and to be performed entirely within the State of Maryland.

[Signatures on the next page.]

OPGEN, INC.

By:_____
Name:
Title:

MANAGER:

_____
[Name]

Date: _____

CONSIDERATION PERIOD

I, _____, understand that I have the right to take at least 21 days (the "***Consideration Period***") [except in the event that the Manager's services were terminated as part of a group termination, as determined by the Company, in which case the Manager has a 45-day Consideration Period] to consider whether to sign this Release Agreement, which I received on _____ ____, 20____. If I elect to sign this Release Agreement before the Consideration Period has passed, I understand I am to sign and date below this paragraph to confirm that I knowingly and voluntarily agree to waive the Consideration Period.

AGREED:

_____
Manager Signature

_____
Date

OpGen and Curetis Successfully Close their Business Combination Transaction

Following strong support from shareholders, OpGen and Curetis consummated their business combination transaction

Curetis business now wholly owned by OpGen Inc. as parent company

New leadership team and board of directors announced

GAITHERSBURG, Md. April 1, 2020 -- OpGen, Inc. (Nasdaq: OPGN, "OpGen"), a precision medicine company harnessing the power of molecular diagnostics and informatics to help combat infectious disease, announced today that the business combination between Curetis and OpGen has successfully closed on April 1, 2020. At the closing, William E. Rhodes III, the former chairman of the Supervisory Board of Curetis N.V., was appointed chairman of the board of OpGen, and Oliver Schacht, PhD, the former Chief Executive Officer of Curetis N.V., was appointed the President and Chief Executive Officer of OpGen and to the board of directors.

Mr. Rhodes commented, "I would like to thank the management teams of both our companies for their perseverance and effectiveness in finding solutions to address the issues that arise in complex business combinations. It has always been important to bring rapid molecular diagnostics to the fight against infectious diseases, and with the global coronavirus pandemic, now it is more critical than ever. The combined company will have a broad portfolio of complementary platforms, highly relevant products designed to help discover and fight life threatening infectious diseases and strong global commercial channels. I am delighted to be chairing this distinguished board of directors and anticipate tremendous, value-creating opportunities for the combined company."

Mr. Schacht said, "I am grateful to both our companies' boards and shareholders for their unwavering support throughout the past many months of strategic interactions and discussions between our companies. This transaction would not have been possible without the tremendous commitment of our executive teams and advisors. I would like to especially thank Evan Jones for his leadership and support over the past many months. With Bill Rhodes as our past and future chairman and with Evan on the board of directors we will have great continuity."

In addition to Mr. Rhodes and Mr. Schacht, Mario Crovetto and Prabhavathi Fernandes, former directors of Curetis, were appointed to the OpGen board of directors, such that following the closing the reconstituted board of directors consists of Mr. Rhodes, Mr. Schacht, Mr. Jones. Mr. Crovetto, Ms. Fernandes, and Don Elsey.

Strengthened Senior Management team

The executive officers of OpGen in addition to Chief Executive Officer Oliver Schacht will be Tim Dec, who will continue to serve as Chief Financial Officer and manage the finance and G&A teams globally, and Johannes Bacher, one of Curetis' founders as Chief Operating Officer who will be running global R&D and operations. The Curetis USA Inc. team will be joining OpGen Inc. as employees. The US commercial team includes Chief Commercial Officer for the Americas, Chris Emery, and Chief Marketing and Scientific Affairs Officer, Faranak Atrzadeh. Andreas Posch, CEO of Ares Genetics GmbH in Vienna, Austria, will also serve on the expanded executive team bringing AI-powered and NGS-based capabilities into the combined business.

Evan Jones, the former Chairman & CEO of OpGen added, “I am excited to announce today’s closing of the business combination with Curetis. I would like thank all our shareholders for the overwhelming support throughout this process and the teams on both sides for having diligently worked with a singular focus on getting the deal done. We anticipate this business combination will maximize value for our shareholders through providing a robust product portfolio with proprietary assets for developing and commercializing innovative, data-driven solutions in infectious disease diagnostics. I look forward to serving as a member of the newly constituted board of directors of OpGen as a non-executive director, and I will provide any support needed by Oliver and his new leadership team throughout the transition and integration phase as needed.”

OpGen and Curetis had entered into a definitive agreement to combine their businesses on September 4, 2019. H.C. Wainwright & Co. acted as strategic advisor to Curetis while Crosstree acted as advisor to OpGen. Ballard Spahr LLP served as legal counsel to OpGen and Linklaters LLP as legal counsel to Curetis.

About OpGen

OpGen, Inc. is a precision medicine company harnessing the power of molecular diagnostics and informatics to help combat infectious disease. We are developing molecular information products and services for global healthcare settings, helping to guide clinicians with more rapid and actionable information about life threatening infections, improve patient outcomes, and decrease the spread of infections caused by multidrug-resistant microorganisms, or MDROs.

Our molecular diagnostics and informatics products, product candidates and services combine our Acuitas molecular diagnostics and Acuitas Lighthouse informatics platform for use with our proprietary, curated MDRO knowledgebase. We are working to deliver our products and services, some in development, to a global network of customers and partners. The Acuitas AMR Gene Panel (RUO) is intended for Research Use Only and is not for use in diagnostic procedures. The Acuitas Lighthouse Software is not distributed commercially for antibiotic resistance prediction and is not for use in diagnostic procedures. For more information, please visit. For more information, please visit www.opgen.com.

Forward-Looking Statements

This press release includes statements relating to the completion of the acquisition of Curetis GmbH. These statements and other statements regarding OpGen's future plans and goals constitute "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934, and are intended to qualify for the safe harbor from liability established by the Private Securities Litigation Reform Act of 1995. Such statements are subject to risks and uncertainties that are often difficult to predict, are beyond our control, and which may cause results to differ materially from expectations. Factors that could cause our results to differ materially from those described include, but are not limited to, the fact that we have broad discretion as to the use of proceeds from OpGen's at-the-market offering that commenced in February 2020 and recent warrant exercises and that we may not use the proceeds effectively; OpGen's ability to successfully integrate the businesses of OpGen and Curetis, comply with the complexities of a global business, achieve the expected synergies, and implement the combined company's strategic and business goals, the impact of the COVID-19 pandemic on our business and operations, risks and uncertainties associated with market conditions, OpGen's ability to successfully, timely and cost-effectively seek and obtain regulatory clearance for and commercialize our products and services offerings, including the Curetis and Ares Genetics products and offerings, the rate of adoption of our combined business' products and services by hospitals and other healthcare providers, the success of our combined commercialization efforts, the effect on our business of existing and new regulatory requirements, and other economic and competitive factors. For a discussion of the most significant risks and uncertainties associated with OpGen's business, please review our filings with the Securities and Exchange Commission (SEC). You are cautioned not to place undue reliance on these forward-looking statements, which are based on our expectations as of the date of this press release and speak only as of the date of this press release. We undertake no obligation to publicly update or revise any forward-looking statement, whether as a result of new information, future events or otherwise.

Additional Information and Where to Find It

In connection with the transactions contemplated by the Implementation Agreement (the definitive agreement related to the proposed business combination between the Company and Curetis GmbH), a Registration Statement on Form S-4 (File No. 333-234657) has been filed with and declared effective by the Securities and Exchange Commission (the "SEC"). Investors and security holders are encouraged to read the registration statement and any other relevant documents filed with the SEC, including the proxy statement that forms a part of the registration statement. Such documents contain important information about the proposed transaction. The definitive proxy statement was first mailed to stockholders of the Company on or about January 27, 2020. This communication is not a substitute for the registration statement, the proxy statement or any other document that OpGen may send to its stockholders in connection with the proposed transaction. Investors and security holders will be able to obtain the documents free of charge at the SEC's website, www.sec.gov, or from the Company at its website, www.opgen.com.

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