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

FORM 8-K

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

Date of Report (Date of earliest event reported): January 8, 2026

QUANTERIX CORPORATION

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-38319
(Commission File Number)

20-8957988
(IRS Employer
Identification No.)

900 Middlesex Turnpike
Billerica, MA
(Address of principal executive offices)

01821
(Zip Code)

(617) 301-9400
(Registrant's telephone number, including area code)

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

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

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

Title of each class:	Trading symbol(s):	Name of each exchange on which registered:
Common Stock, \$0.001 par value per share	QTRX	The Nasdaq Global 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

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

Item 2.02 Results of Operations and Financial Condition.

On January 8, 2026, Quanterix Corporation (“Quanterix”) issued a press release announcing certain executive transitions as described in Item 7.01 below (the “Release”). The Release also discusses Quanterix’s expectations regarding certain financial results for the fiscal year ended December 31, 2025. A copy of the Release is furnished as Exhibit 99.1 and is incorporated herein by reference.

The information in this Item 2.02 of this Form 8-K (including the portion of Exhibit 99.1 that discusses Quanterix’s expectations regarding certain financial results for the fiscal year ended December 31, 2025) shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934 (the “Exchange Act”) or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference in any filing under the Securities Act of 1933 (the “Securities Act”) or the Exchange Act, except as expressly set forth by specific reference in such a filing.

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

On January 8, 2026, Masoud Toloue, Ph.D., President and Chief Executive Officer of Quanterix Corporation (“Quanterix” or the “Company”), entered into a separation agreement and release with the Company (the “Separation Agreement”), pursuant to which his employment as President and Chief Executive Officer of the Company has ended and he has resigned as a member of the Board of Directors (the “Board”), both effective as of January 19, 2026. In connection with his termination of employment, Dr. Toloue will receive severance benefits consistent with the termination-without-cause provisions of his employment agreement with the Company previously filed with the Securities and Exchange Commission. In addition, the Separation Agreement provides that (i) any outstanding but unvested portions of Dr. Toloue’s equity awards that would have vested on or prior to April 30, 2026 will accelerate and become fully-vested and exercisable on the effective date of Dr. Toloue’s separation, (ii) any such restricted stock units that vest in accordance with the preceding clause will be settled within 60 days following vesting, and (iii) any stock options, to the extent vested, may be exercised on or prior to December 31, 2026. A copy of the Separation Agreement is filed as Exhibit 10.1 and is incorporated herein by reference.

Also on January 8, 2026, the Board appointed Everett Cunningham as President and Chief Executive Officer of the Company, effective January 19, 2026. Mr. Cunningham was also appointed to serve on the Board as a Class II director, with a term ending at the 2028 annual meeting of stockholders.

Mr. Cunningham has served as Chief Commercial Officer of Illumina, Inc. since June 2024. Prior to that, he was Chief Commercial Officer of Exact Sciences Corporation from 2021 to 2024 and President and Chief Executive Officer of GE Healthcare’s U.S. and Canada region from 2019 to 2021. Earlier, he held various senior leadership roles at Quest Diagnostics and Pfizer. Mr. Cunningham serves on the boards of directors of Arvinas, Inc., a NASDAQ-listed company, and Visby Medical.

On January 8, 2026, the Company entered into an employment agreement with Mr. Cunningham (the “Employment Agreement”), in connection with his appointment as President and Chief Executive Officer effective as of January 19, 2026, which provides for an initial annualized base salary of \$750,000 and eligibility for an annual performance bonus with an annual bonus target of up to 100% of his base salary.

The Employment Agreement also provides that Mr. Cunningham will receive a sign-on cash payment of \$600,000, payable within 30 days following his start date (the “Sign-On Cash Payment”). If Mr. Cunningham voluntarily terminates his employment with the Company without Good Reason (as defined in the Employment Agreement) within one year of the start date, Mr. Cunningham will be required to repay 50% of the Sign-On Cash Payment, and if his employment is terminated for Cause (as defined in the Employment Agreement) within one year of the start date, he will be required to repay the Sign-On Cash Payment in full.

In connection with his appointment, Mr. Cunningham also received long-term equity incentive awards consisting of (a) restricted stock units (RSUs) covering 1,070,000 shares of Company common stock, subject to time-based vesting (the “Time-Based RSUs”) and (b) RSUs covering 813,750 shares of Company common stock, subject to performance-based vesting (the “Performance-Based RSUs”).

The Time-Based RSUs vest in four equal annual installments on each of the first four anniversaries of Mr. Cunningham’s start date. One-fifth of the Performance-Based RSUs will vest on the later of (i) the date that the volume weighted average price of the Company’s common stock on the Nasdaq Global Market (or other applicable national securities exchange) (“VWAP”) equals or exceeds \$10 per share for 30 consecutive days prior to the second anniversary of Mr. Cunningham’s start date and (ii) the first anniversary of his start date, two-fifths will vest on the later of (i) the date that such VWAP equals or exceeds \$15 per share for 30 consecutive days prior to the third anniversary of Mr. Cunningham’s start date and (ii) the second anniversary of his start date, and the remaining two-fifths will vest on the later of (i) the date that such VWAP equals or exceeds \$20 per share for 30 consecutive days prior to the fourth anniversary of Mr. Cunningham’s start date and (ii) the third anniversary of his start date. In the event of a Change-in-Control (as defined in the Employment Agreement) in which the consideration payable to a holder of a share of the Company’s common stock equals or exceeds \$10, \$15 or \$20, the corresponding tranche(s) of the Performance-Based RSUs will vest as of such Change-in-Control, and if the consideration payable to a holder of a share of the Company’s common stock is between \$10 and \$15 or between \$15 and \$20, then vesting shall be determined by straight line interpolation within the applicable tranche.

If Mr. Cunningham’s employment is terminated by the Company without Cause or he resigns for Good Reason, he will receive continued payment of his base salary for 12 months (the “Severance Period”), payment of an amount equal to his annual target bonus for the year of termination, acceleration of any of the unvested portion of the Time-Based RSUs that would have vested during the Severance Period, and subsidized health benefits during the Severance Period. If Mr. Cunningham’s employment is terminated by the Company without Cause or he resigns for Good Reason in connection with a Change-in-Control, Mr. Cunningham’s base salary continuation will last for 24 months, all of his outstanding but unvested equity awards subject to time-based vesting will become fully vested, and his outstanding but unvested Performance-Based RSUs will remain eligible for vesting in connection with such Change-in-Control.

Receipt of the foregoing termination benefits will be subject to Mr. Cunningham’s execution of a separation agreement, including certain restrictive covenants and a general release of all claims, in a form acceptable to the Company.

A copy of the Employment Agreement is filed as Exhibit 10.2 and is incorporated herein by reference.

Except for the Employment Agreement, there are no arrangements or understandings between Mr. Cunningham and any other person pursuant to which Mr. Cunningham was appointed as an officer or director. There are no family relationships between Mr. Cunningham and any director, director nominee or executive officer of the Company. There are no transactions to which the Company is a party and in which Mr. Cunningham has a material interest that are required to be disclosed under Item 404(a) of Regulation S-K.

Item 7.01 Regulation FD Disclosure.

On January 8, 2026, the Company issued the Release, which announced the appointment of Mr. Cunningham as President and Chief Executive Officer of the Company and the departure of Dr. Toloue. A copy of the Release is attached as Exhibit 99.1 and incorporated herein by reference.

The information contained or incorporated in this Item 7.01, including Exhibit 99.1, is being furnished, and shall not be deemed “filed” for purposes of Section 18 of the Exchange Act, or incorporated by reference in any filing under the Securities Act or the Exchange Act, except as shall be expressly set forth by specific reference in such a filing.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
10.1	Separation Agreement by and between the Company and Masoud Toloue.
10.2	Employment Agreement by and between the Company and Everett Cunningham.
99.1	Press Release dated January 8, 2026.
104	Cover Page Interactive Data File (embedded within the inline XBRL document)

SIGNATURES

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

Date: January 8, 2026

QUANTERIX CORPORATION

By: /s/ Vandana Sriram
Name: Vandana Sriram
Title: Chief Financial Officer

January 8, 2026

Masoud Toloue

Dear Masoud:

Quanterix Corporation (the “Company”) acknowledges your efforts and contributions to the Company. This separation agreement and release (the “Separation Agreement”) memorializes the terms of your resignation as of January 19, 2026 (the “Resignation Date”).

1. Resignation.

You hereby resign from your position as an employee, President, and Chief Executive Officer of the Company, your membership on the Company’s Board of Directors, and any other positions that you may hold with the Company or any of its direct or indirect subsidiaries, effective as of the Resignation Date. For purposes of the severance benefits under Section 8 of your Employment Agreement with the Company, dated as of April 25, 2022, and amended as of April 9, 2024 (the “Employment Agreement”), your resignation will be treated as if you were entitled to severance thereunder (not in the context of a change in control of the Company). Your resignation is a “separation from service” for purposes of Section 409A of the Internal Revenue Code of 1986, as amended (“Section 409A”).

2. Benefits.

(a) Accrued Obligations. Pursuant to Section 7 of your Employment Agreement, the Company will pay you (i) your base salary through the Resignation Date, (ii) the amount of any expenses properly incurred by you on behalf of the Company prior to the Resignation Date and not yet reimbursed; and (iii) to the extent not yet paid or provided, any other amounts or benefits required to be paid or provided or which you have earned under any plan or agreement of or with the Company through the Resignation Date.

(b) Termination Benefits. In addition to the Accrued Obligations, and pursuant to Section 8 of your Employment Agreement and the terms of this Separation Agreement, the Company will provide you with the following benefits (the “Termination Benefits”):

(i) Continuation of your base salary for a period of twelve (12) months after the Resignation Date at the rate in effect on the Resignation Date (the “Salary Continuation Payments,” and such period the “Severance Period”);

(ii) Continued eligibility for an annual bonus for 2025, with the amount of such annual bonus (if any) to be determined by the Board of Directors of the Company (or the Compensation Committee thereof) in its discretion, based on the achievement of the applicable performance metrics and the other terms and conditions of the Company’s annual bonus program and to be paid in 2026 at the same time annual bonuses are payable to the Company’s senior executive level employees;

(iii) An amount equal to your applicable annual target bonus for 2026, paid in one lump sum on the Company's next regularly-scheduled payroll date following the date that this Separation Agreement becomes effective (as described in Section 8 below);

(iv) If you timely elect health care continuation coverage available under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), the Company will subsidize the cost of the regular premium for such benefits so that such cost is shared in the same relative proportion by the Company and you as in effect on the date of termination until the earlier of (A) the end of the Severance Period or (B) the date you become eligible for health benefits through another employer or otherwise become ineligible for COBRA (the "Health Benefits Continuation Payments"). In the event that the Company determines in its sole discretion that it cannot provide the foregoing Health Benefits Continuation Payments without potentially violating applicable law (including but not limited to the 2010 Patient Protection and Affordable Care Act, as amended by the 2010 Health Care and Education Reconciliation Act), the Company shall, in lieu thereof, provide to you a taxable monthly payment in an amount equal to the Company's portion of the monthly COBRA premium (as described above) that you would be required to pay to continue your group health coverage in effect on the date of your termination (which amount shall be based on the premium for the first month of COBRA coverage), which payments shall be made on the last day of each month regardless of whether COBRA continuation coverage remains available and shall end on the earlier of (X) the end of the Severance Period, and (Y) the date you become eligible for health benefits through another employer or otherwise become ineligible for COBRA; and

(v) Notwithstanding anything to the contrary in the equity plan or award agreements applicable to your previously granted stock options and restricted stock unit awards: (A) any outstanding but unvested portions of such awards that would have vested on or prior to April 30, 2026 shall accelerate and become fully-vested and exercisable (in the case of stock options) as of the later of (x) the Resignation Date, or (y) the date this Separation Agreement becomes effective (as described in Section 8 below), (B) any restricted stock units that vest pursuant to this Section 2(b)(v) shall be settled within 60 days following vesting (or, if any restricted stock unit award constitutes "nonqualified deferred compensation" subject to Section 409A, settlement shall occur on the existing settlement date if required in order to comply with Section 409A), and (C) any stock options, to the extent vested, may be exercised on or prior to December 31, 2026 (provided that in no event may a stock option be exercised after the term/expiration date set forth in the applicable stock option agreement). Except as otherwise provided herein, any equity or equity-based awards shall be governed by the terms of the applicable Company equity plan and award agreement entered into in connection with such award.

Your entitlement to the Termination Benefits is subject to applicable law and you (A) resigning as described in Section 1 on (but not prior to) the Resignation Date; (B) executing this Separation Agreement; (C) continuing compliance with the covenants described in Sections 4 and 5 and agreeing to extend the "Non-Competition Period" as described in Section 4; (D) returning Company Property as described in Section 6; (E) cooperating to facilitate an orderly transition as described in Section 7; and (F) not revoking this Separation Agreement during the Revocation Period described in Section 8(b).

The Salary Continuation Payments will commence within 60 days after the Resignation Date and will be made on the Company's regular payroll dates; provided, however, that if the 60-day period begins in 2025 and ends in 2026, the Salary Continuation Payments shall begin to be paid in 2026. Notwithstanding the immediately preceding sentence, if you are a "specified employee" within the meaning of Section 409A, then no Salary Continuation Payment that constitutes "nonqualified deferred compensation" within the meaning of Section 409A shall be made before the date that is six (6) months after the Resignation Date. Each Salary Continuation Payment shall be treated as a separate payment for purposes of Section 409A.

(c) No Other Benefits. Except as described in this Section 2, you will have no rights to any further compensation under your Employment Agreement or this Separation Agreement. You are not eligible for benefits under any severance plan, policy, or program of the Company.

3. Release.

(a) Released Claims. In consideration of the Termination Benefits, you, for yourself, your heirs, administrators, representatives, executors, successors and assigns (collectively, the "Releasors") hereby irrevocably and unconditionally release, acquit and forever discharge the Company and each of its subsidiaries, affiliates, shareholders, controlling persons, divisions, successors, assigns, trustees, officers, directors, partners, agents, and former and current employees, including without limitation all persons acting by, through, under or in concert with any of them (collectively, the "Releasees"), and each of them from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, remedies, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including attorneys' fees and costs) of any nature whatsoever, known or unknown, whether pursuant to contract or in law or equity or otherwise and whether arising under any and all federal, state, local, county and/or municipal statutes, regulations, rules, and/or ordinances, including, without limitation the Civil Rights Acts of 1866 and 1871, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Genetic Information Non-Discrimination Act, the Uniformed Services Employment and Reemployment Rights Act of 1994, the Lily Ledbetter Fair Pay Act, the National Labor Relations Act, the Fair Labor Standards Act, the Family and Medical Leave Act, the Employee Retirement Income Security Act of 1974, COBRA, the Worker Adjustment and Retraining Notification Act, the Sarbanes-Oxley Act of 2002, the Dodd-Frank Wall Street Reform and Consumer Protection Act, the Fair Credit Reporting Act, the Occupational Safety and Health Act, the Older Workers Benefit Protection Act, the Equal Pay Act of 1962, the Massachusetts Fair Employment Practices Law, the Massachusetts Civil Rights Act, the Massachusetts Equal Rights Act, the Minimum Fair Wage Act, the Massachusetts Wage Act, the Massachusetts Equal Pay Act, the Massachusetts Parental Leave Act, the Massachusetts Sexual Harassment Statute, and/or claims under the Constitutions of the United States and/or the Commonwealth of Massachusetts, or any other unlawful criterion or circumstance, which the you had, now have, or may have or claim to have in the future against each or any of the Releasees by reason of any matter, cause or thing occurring, done or omitted to be done from the beginning of the world until the date of the execution of this release (the "Released Claims"); provided, however, that nothing herein shall release the Company from (i) any obligation under

Section 2 of this Separation Agreement, or (ii) any right of indemnification or to director and officer liability insurance coverage under any Company organizational documents or at law under any plan or agreement and applicable to you, including, without limitation, the Company's bylaws and the Indemnification Agreement by and between you and the Company (the "Indemnification Agreement"). Nothing in this release is intended to (x) interfere with your right to make a complaint or claim with a federal or state administrative agency including, for example, the National Labor Relations Board, the Securities and Exchange Commission ("SEC"), the Equal Employment Opportunity Commission or the Massachusetts Office of Diversity and Equal Opportunity, or (y) limit your right to receive and fully retain a monetary award from a government-administered whistleblower award program for providing information directly to a government agency. However, by executing this release, you hereby waive the right to recover in any proceeding that you may bring before the Equal Employment Opportunity Commission or any federal or state administrative agency or in any proceeding brought by the Equal Employment Opportunity Commission or any state human rights commission on your behalf.

(b) No Admission; Company Acknowledgement. This release does not constitute an admission by the Company, or any of its subsidiaries, affiliates, divisions, trustees, officers, directors, partners, agents, or employees, or by you, of any unlawful acts or of any violation of federal, state or local laws. The Company acknowledges that none of the other members of the Board of Directors of the Company is presently aware of either (i) any outstanding obligations owed to the Company by you or (ii) any matter relating to your employment or board position that would not be covered by the Company's indemnification obligations to you.

(c) Waiver. You expressly waive any rights you may have under the statutes of any jurisdiction or common law principles of similar effect, to preserve Released Claims that you do not know or suspect to exist in your favor at the time of executing this release. You understand and acknowledge that you may discover facts different from, or in addition to, those which you know or believe to be true with respect to the claims released herein, and agree that this release shall be and remain effective in all respects notwithstanding any subsequent discovery of different and/or additional facts. Should you discover that any fact relied upon in entering into this release was untrue, or that any fact was concealed, or that an understanding of the facts or law was incorrect, you shall not be entitled to any relief as a result thereof, and you surrender any rights you might have to rescind this release on any ground. This release is intended to be and is final and binding regardless of any claim of misrepresentation, promise made with the intention of performing, concealment of fact, mistake of law, or any other circumstances whatsoever. You acknowledge and agree that if you should hereafter make any claim or demand or commence or threaten to commence any action, claim or proceeding against the Releasees with respect to any cause, matter or thing which is the subject of the release under Section 3(a) of this Separation Agreement, this release may be raised as a complete bar to any such action, claim or proceeding.

(d) No Assignment of Released Claims. You represent and warrant to the Released Parties that there has been no assignment or other transfer of any interest in any Released Claim.

4. Continuing Covenants.

You agree that the (i) Employee Confidentiality, Assignment and Non-Solicitation Agreement, dated as of April 25, 2022, and (ii) Employee Non-Competition Agreement, dated as of April 25, 2022 (collectively, the “Covenant Agreements”) remain in full force and effect, and you agree to abide by the terms set forth therein. Further, as a condition of the Termination Benefits, you agree that the Non-Competition Period (as defined in the Employee Non-Competition Agreement) shall extend to the 12-month anniversary of the Resignation Date without you receiving any additional compensation other than the Termination Benefits.

5. Non-Disparagement.

From and after the date of this Separation Agreement, (a) you will not make or publish any statements or comments (or authorize any statements to be reported as being attributed to you) that disparage, or take any other action that could injure the reputation, business or goodwill of the Company or any of its affiliates, or any of their respective employees, officers, directors, and agents, and (b) the Board of Directors of the Company will not direct anyone to disparage you. This provision does not in any way restrict or impede you from exercising protected rights, and rights under the federal securities laws, including the right to report possible securities law violations to the SEC, without notice to the Company, to the extent that such rights cannot be waived by agreement. This provision also does not prevent you from complying with any applicable law or regulation or a valid order of a court of competent jurisdiction or an authorized government agency, provided that such compliance does not exceed that required by the law, regulation, or order. In addition, 18 U.S.C. § 1833(b) provides, “An individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (x) is made (i) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (y) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.” Nothing in this Separation Agreement, any other agreement executed by you, or any company policies is intended to conflict with 18 U.S.C. § 1833(b).

6. Return of Company Property.

You agree that within three business days of the Resignation Date, you will return all Company Property or assets that you had or controlled during your provision of services as an employee or officer of the Company and any of its affiliates that have not previously been returned, and you will comply with any instructions related to deleting and purging duplicates of such Company Property. “Company Property” includes but is not limited to: all tangible property; your identification badge; key fob; notebooks; laptop, desktop and handheld computers; smartphones; personal digital assistants (PDAs); secure ID cards; keys; external hard drives; flash drives; power and sync cables; all originals and soft or hard copies of documents such as e-mails, facsimiles, handbooks, letters, manuals, or memoranda; any emails, personal documents or materials containing confidential information of the Company or any of its affiliates, including personal notebooks or planners; and any other Company- or Company affiliate-related communications, material, hardware, equipment or property. Notwithstanding the foregoing, you and the Company agree that you may retain your current laptop and cellular

telephone (including the telephone number), provided that, within five business days of your Resignation Date, you submit to the Company an affidavit certifying that you have permanently removed all Company-related information from the laptop and cellular telephone and not copied any such information onto any other device, platform or medium. You acknowledge and agree that you remain bound by confidentiality and non-use obligations with respect to any Company-related information.

7. Cooperation.

For 60 days following the Resignation Date, you agree to reasonably cooperate and make yourself reasonably available to the Company on an as-needed basis in connection with the orderly transition of your duties without receiving any additional compensation other than the Termination Benefits.

8. Acknowledgment and Revocation.

(a) Acknowledgment. You recognize that, in signing this Agreement, you are knowingly and voluntarily waiving your right to pursue any and all claims under the Age Discrimination in Employment Act, 29 U.S.C. § 626 *et seq.* (“ADEA”) arising prior to the date that you execute this Agreement. You understand that you may take twenty-one (21) days from the date this Agreement is presented to you to consider whether to execute this Agreement (the “Review Period”), and agree that any changes, whether material or immaterial, to this Agreement before you sign it will not restart the running of the Review Period. You have read this Separation Agreement, understand it, and voluntarily accept its terms, and you acknowledge that you have been advised by the Company to seek the advice of legal counsel before entering into this Separation Agreement, and have been provided with a period of twenty-one (21) days in which to consider entering into this Separation Agreement.

(b) Revocation. You have a period of seven business days following the execution of this Separation Agreement during which you may revoke this Separation Agreement (the “Revocation Period”), and this Separation Agreement shall become effective immediately following the expiration of the Revocation Period. If the Agreement is revoked by you in accordance with this Section 8(b), then you will waive all Termination Benefits and the terms of this Separation Agreement will be null and void.

9. General Provisions.

(a) Interpretation. The words “include,” “includes” and “including” will be deemed to be followed by the words “without limitation.”

(b) Severability. If any provision of this Separation Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Separation Agreement will remain in full force and effect. Any provision of this Separation Agreement held invalid or unenforceable only in part of degree will remain in full force and effect to the extent not held invalid or unenforceable.

(c) Governing Law; Entire Agreement; Amendments; Survival; Miscellaneous. This Separation Agreement will be governed by and construed and interpreted in

accordance with the laws of the State of Massachusetts without reference to the principles of conflict of law. This Separation Agreement, your Employment Agreement, the Covenant Agreements, the Indemnification Agreement, and any long-term or equity-based award agreements by and between you and the Company constitute the entire agreement between you and the Company regarding the subject matter hereof and thereof and supersede any earlier agreement, written or oral, with respect thereto. This Separation Agreement represents your and the Company's mutual agreement with respect to your compensation and benefits under your Employment Agreement, and in the event of any inconsistency between this Separation Agreement and your Employment Agreement, this Separation Agreement will control.

[Signature Pages Follow]

If you agree that this letter appropriately represents our understanding, please sign and return this letter, which will become a binding agreement on our receipt.

Sincerely,

**QUANTERIX
CORPORATION**

/s/ William P. Donnelly

William P. Donnelly
Executive Chair

Date: January 8, 2026

[Company Signature Page to Separation Agreement]

AGREED AND ACCEPTED:

/s/ Masoud Toloue

Masoud Toloue

Date: January 8, 2026

[M. Toloue Signature Page to Separation Agreement]

January 8, 2026

Everett Cunningham

Re: Employment Agreement

Dear Everett:

Quanterix Corporation (the "Company") is pleased to offer you the full-time position of President and Chief Executive Officer of the Company, reporting to the Company's Board of Directors (the "Board").

You shall be nominated to be elected to serve as a member of the Board, effective as of your start date hereunder. Should any Board membership term of yours end or be scheduled to end while you are employed as President and Chief Executive Officer hereunder, the Company shall use its best efforts to nominate you for re-election to the Board for any succeeding Board membership term commencing during your employment. As with all Board members, your continuation as a director requires election as a director by the stockholders whenever directors are to be elected by the stockholders. Your service as a Board member shall be without further compensation. Should your employment with the Company cease for any reason, whether voluntary or involuntary, you shall immediately resign as a member of the Board and as a member of any committees thereof, without any further action required by the Company.

While you render services to the Company, you will not engage in any other employment, consulting or other business activity (whether full-time or part-time) including board service, unless otherwise approved in writing by the Board, provided that you may engage in religious, charitable, or other community activities as long as such services or activities do not interfere or conflict with your obligations to the Company.

Your start date will be on January 19, 2026 or such other date as may be mutually agreed by you and the Company (the "Start Date"). We are excited about the prospect of you serving in this role.

1. Base Salary: The Company will pay you a salary at an annual rate of \$750,000, paid in accordance with the Company's standard payroll practices, subject to periodic review and adjustment upward, but not downward (except in the event of a salary reduction to all senior executive level employees as described in clause (ii) of Good Reason (as defined in Section 8 below), at the discretion of the Company.

2. Bonus: You will be eligible to receive an annual performance bonus beginning with the Company's 2026 performance year. Your annual bonus target will be up to 100% of your annual base salary (the "Target Bonus"). The actual amount earned will be subject to the achievement of the metrics and goals established by the Company following consultation with you. The annual bonus will be subject to approval by and adjustment at the discretion of the Company, and the terms of any applicable bonus plan or award. The annual bonus shall be paid to you on the same schedule that bonuses are generally paid to the Company's senior executive level employees.

3. *Benefits*: You will be eligible to participate in the employee benefits and insurance programs generally made available to its full-time employees, including medical insurance, dental insurance, 401(k) Plan and match, Employee Stock Purchase Plan, Flexible Spending Account, term life insurance, and short- and long-term disability insurance, subject to the terms and conditions of such programs. Details of these benefits programs, including mandatory employee contributions, will be made available to you when you start. Additionally, you will be eligible for reimbursement of relocation expenses in connection with you joining the Company pursuant to the Company's relocation policy for executives, with such adjustments as may be approved by the Chairman. You also will be eligible to receive paid vacation time pursuant to the Company's unlimited time-off policy for exempt employees. Provisions of the Company's vacation policy are set forth in the policy itself. The Company reserves the right to amend or terminate its programs, plans and policies at any time.

4. *Sign-On Cash Payment*: As further inducement to joining our Company, you will be eligible to receive a sign-on cash payment in the amount of \$600,000, payable within 30 days following your Start Date. You will be required to repay 50% of your sign-on cash payment should you voluntarily terminate your employment with the Company without Good Reason (as defined below) or 100% of your sign-on cash payment should the Company terminate your employment for Cause (as defined below), in either case within one year of your Start Date.

5. *Sign-On Equity Awards*: You will be eligible to receive sign-on equity awards consisting of 1,070,000 restricted stock units subject to time-based vesting ("Time-Based RSUs") and 813,750 restricted stock units subject to performance-based vesting ("Performance-Based RSUs").

(a) The Time-Based RSUs will vest in four equal annual installments on each of the first four anniversaries of your Start Date.

(b) The Performance-Based RSUs will vest as follows:

i. One-fifth of the Performance-Based RSUs will vest on the later of (i) the date that the volume weighted average price of the Company's common stock on the Nasdaq Global Market (or other applicable national securities exchange) ("VWAP") equals or exceeds \$10 per share for 30 consecutive days prior to the second anniversary of the Start Date and (ii) the first anniversary of the Start Date;

ii. Two-fifths of the Performance-Based RSUs will vest on the later of (i) the date that such VWAP equals or exceeds \$15 per share for 30 consecutive days prior to the third anniversary of the Start Date and (ii) the second anniversary of the Start Date; and

iii. Two-fifths of the Performance-Based RSUs will vest on the later of (i) the date that such VWAP equals or exceeds \$20 per share for 30 consecutive days prior to the fourth anniversary of the Start Date and (ii) the third anniversary of the Start Date.

In the event of a Change-in-Control (as defined below) in which the consideration payable to a holder of a share of the Company's common stock equals or exceeds \$10, \$15 or \$20, the corresponding tranche(s) of the Performance-Based RSUs shall vest as of such Change-in-Control, and if the consideration payable to a holder of a share of the Company's common stock is between \$10 and \$15 or between \$15 and \$20, then vesting shall be determined by straight line interpolation within the applicable tranche (e.g., if such consideration is \$18, then 683,550 of the Performance Based-RSUs shall vest).

Vesting of both the Time-Based RSUs and Performance-Based RSUs is subject to your continued service through the applicable vesting dates or vesting events, and any unvested portion of your awards will be forfeited upon your termination of service (except as provided in Section 8 below). Your awards will be subject to approval by the Board or the Compensation Committee thereof, your employment with the Company on the grant date and the terms of our 2017 Employee, Director and Consultant Equity Incentive Plan or 2025 Inducement Plan and the applicable award agreements.

6. Long Term Equity Incentive Awards: You will also be eligible to receive additional awards under the Company's equity incentive plan, as the Compensation Committee may approve from time to time. The value of any awards will be discretionary and will be subject to your achievement of the metrics and goals established by the Company. Any equity grants will be subject to valuation methodologies and other terms and conditions applicable to other similarly situated executives of the Company, and will be subject to Compensation Committee approval.

7. At-Will Employment; Accrued Obligations: Your employment is "at will," meaning you or the Company may terminate your employment at any time for any or no reason. In the event of the termination of your employment for any reason, the Company shall pay you the "Accrued Obligations," defined as (a) your base salary through the date of termination; (b) the amount of any expenses properly incurred by you on behalf of the Company prior to any such termination and not yet reimbursed; and (c) to the extent not theretofore paid or provided, any other amounts or benefits required to be paid or provided or which you have earned under any plan or agreement of or with the Company through the date of termination.

8. Severance: Without limiting the at-will nature of your employment relationship, if the Company terminates your employment without Cause, or if you resign for Good Reason, the Company shall provide you with the following termination benefits (the "Termination Benefits").

(a) Salary Continuation Payments. Continuation of your base salary for a period of 12 months after the date of termination (the "Severance Period") at the salary rate then in effect.

(b) Target Bonus. An amount equal to your applicable annual target bonus for the year of termination, paid in one lump sum on the Company's next regularly-scheduled payroll date following the effective date of the separation agreement described below.

(c) Health Benefits Continuation. Continuation of group health plan benefits to the extent authorized by and consistent with 29 U.S.C. § 1161 et seq. (commonly known as “COBRA”), with the cost of the regular premium for such benefits shared in the same relative proportion by the Company and you as in effect on the date of termination until the earlier of (i) the end of the Severance Period; or (ii) the date you become eligible for health benefits through another employer or otherwise become ineligible for COBRA (“Health Benefits Continuation Payments”). Notwithstanding the above, if the Company otherwise determines in its sole discretion that it cannot provide the foregoing Health Benefits Continuation Payments without potentially violating applicable law (including but not limited to the 2010 Patient Protection and Affordable Care Act, as amended by the 2010 Health Care and Education Reconciliation Act), the Company shall in lieu thereof provide to you a taxable monthly payment in an amount equal to the Company’s portion of the monthly COBRA premium (as described above) that you would be required to pay to continue your group health coverage in effect on the date of your termination (which amount shall be based on the premium for the first month of COBRA coverage), which payments shall be made on the last day of each month and shall end on the earlier of (1) the end of the Severance Period or (2) the date you become eligible for health benefits through another employer or otherwise become ineligible for COBRA.

(d) Acceleration of Time-Based RSUs. Notwithstanding anything to the contrary in the applicable equity plan or the award agreement applicable to your Time-Based RSUs, any outstanding but unvested portion of your Time-Based RSUs that would have vested during the Severance Period had you remained employed during such time shall accelerate and become fully-vested and exercisable as of the later of (i) the termination date, or (ii) the effective date of the separation agreement described below. Any unvested portion of the Performance-Based RSUs shall be forfeited upon the termination of your employment.

If the Company terminates your employment without Cause, or if you resign for Good Reason, and the effective date of such termination occurs within the 90-day period immediately preceding or the 12-month period immediately following a Change- in-Control (such period the “Change-in-Control Period” and such termination a “Change-in- Control Termination”), then the Termination Benefits shall be as follows:

(v) The Severance Period as defined in (a) above shall be a period of 24 months after the date of termination.

(w) Your Health Benefits Continuation Payments shall be as provided in (c) above for a period of up to 12 months after the date of termination (notwithstanding that the Severance Period is 24 months).

(x) An amount equal to your annual target bonus for the year of termination, paid in one lump sum on the Company’s next regularly-scheduled payroll date following the effective date of the separation agreement described below.

(y) Notwithstanding anything to the contrary in any applicable equity plan or award agreement, all of your outstanding but unvested equity awards subject to time-based vesting shall accelerate and become fully-vested and exercisable as of the later of (A) the termination date, (B) the effective date of the separation agreement described below, or (C) as of

the Change-in-Control. Any unvested portion of your outstanding but unvested equity awards subject to performance-based vesting shall be forfeited upon the termination of your employment, except (i) that if the consideration payable to a holder of a share of the Company's common stock upon the Change-in-Control equals or exceeds \$10, \$15 or \$20, the corresponding tranche(s) of the Performance-Based RSUs shall vest (and if the consideration payable to a holder of a share of the Company's common stock is between \$10 and \$15 or between \$15 and \$20, vesting shall be determined by straight line interpolation within the applicable tranche) as of the later of (x) the effective date of the separation agreement described below, or (y) the Change-in-Control, or (ii) as otherwise provided under the terms of the applicable equity plan or award agreement.

(z) The Termination Benefits provided in connection with a Change-in-Control Termination pursuant to paragraphs (v), (w), (x) and (y) above shall be in lieu of, and not in addition to, the amounts referenced in paragraphs (a), (b), (c) and (d) above.

You shall not have rights to any severance benefits under any Company severance plan, policy or otherwise in the event of a qualifying termination of employment either outside of or during the Change-in-Control Period (but shall have the rights to the Termination Benefits set forth in this Section 8).

Notwithstanding anything to the contrary in this Agreement, you shall not be entitled to any Termination Benefits unless (a) within 60 days of your date of termination, you first (i) enter into, do not revoke, and comply with the terms of a separation agreement in a form acceptable to the Company, which shall include a general release in favor of the Company and related persons and entities and other standard provisions regarding confidentiality, cooperation, non-disparagement and the like as may be included in the Company's then current form of separation agreement and which may include a non-competition provision (the "Release"); (ii) resign from any and all positions, including, without implication of limitation, as a director, trustee, and officer, that you then hold with the Company and any affiliate of the Company; and (iii) return all Company property and comply with any instructions related to deleting and purging duplicates of such Company property, and (b) you comply with the terms of your Restrictive Covenants Agreements (as defined below) or any other similar agreements with the Company. The Salary Continuation Payments shall commence within 60 days after the date of termination and shall be made on the Company's regular payroll dates; provided, however, that if the 60-day period begins in one calendar year and ends in a second calendar year, the Salary Continuation Payments shall begin to be paid in the second calendar year. In the event you miss a regular payroll period between the date of termination and the first Salary Continuation Payment, the first Salary Continuation Payment shall include a "catch up" payment.

For purposes of this Agreement:

"Cause" means the occurrence of any of the following (and, if applicable, that the Company has complied with the Cause Process (hereinafter defined) following the occurrence of a circumstance subject to the Cause Process): (i) theft, fraud, embezzlement, misappropriation of assets or property of the Company, or material violation of your Restrictive Covenants Agreements; (ii) dishonesty, gross negligence, misconduct, gross neglect of duties, or breach of fiduciary duty to the Company; (iii) violation of federal or state securities laws; (iv) breach of an

employment, consulting or other agreement with the Company; (v) the conviction of a felony, or any crime involving moral turpitude, including a plea of guilty or nolo contendere; or (vi) continued, willful and deliberate non-performance by you of your duties hereunder (other than by reason of your physical or mental illness, incapacity or disability).

“Cause Process” means that (1) the Board has reasonably determined in good faith that a “Cause” condition has occurred; (2) the Board has notified you in writing of the Board’s knowledge of the first occurrence of the Cause condition within 60 days of the first occurrence of such condition; (3) you are provided a period of 30 days following such notice (the “Cause Cure Period”) to remedy the condition; (4) notwithstanding such efforts, the Board reasonably and in good faith determines at the end of the Cause Cure Period that the Cause condition continues to exist; and (5) the Board terminates your employment within 30 days after the end of the Cause Cure Period. If you cure the Cause condition during the Cause Cure Period, Cause shall be deemed not to have occurred. The Board shall not be required to follow the Cause Process as to those conditions which it reasonably determines in good faith cannot be cured within the Cause Cure Period. For the avoidance of doubt, you and the Company acknowledge and agree that clauses (i), (iii) and (v) cannot be cured and shall not be subject to the requirements of the Cause Process.

“Change-in-Control” means the occurrence of any of the following events: (i) any “Person” (as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended) becomes the “Beneficial Owner” (as defined in Rule 13d-3 under said Act), directly or indirectly, of securities of the Company representing 50% or more of the total voting power represented by the Company’s then outstanding voting securities; (ii) a change in the composition of the Company’s Board of Directors occurring within a two-year period, as a result of which fewer than a majority of the directors are Incumbent Directors where “Incumbent Directors” means directors who either (A) are directors of the Company as of the date hereof, or (B) are elected, or nominated for election, to the Board with the affirmative votes of at least a majority of the Incumbent Directors at the time of such election or nomination (but will not include an individual whose election or nomination is in connection with an actual or threatened proxy contest relating to the election of directors to the Company); (iii) the consummation of a merger or consolidation of the Company, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or the parent of such corporation) at least 50% of the total voting power represented by the voting securities of the Company or such surviving entity or parent of such corporation, as the case may be, outstanding immediately after such merger or consolidation; or (iv) the consummation of the sale or disposition by the Company of all or substantially all of the Company's assets.

“Good Reason” means that you have complied with the Good Reason Process following the occurrence of any of the following actions undertaken by the Company without your express prior written consent: (i) the material diminution in your authority, duties and responsibilities or change in your reporting relationship such that you no longer report directly to the Board of Directors of the Company or that you are reporting to someone other than the Board of Directors; (ii) a material reduction in your base salary (with any reduction in excess of 10% being deemed

material), provided, however, that Good Reason shall not be deemed to have occurred in the event of a reduction in your base salary that is pursuant to a salary reduction program affecting all of the similarly situated senior executive level employees of the Company and that does not adversely affect you to a greater extent than such similarly situated employees; and (iii) a change in the geographic location at which you must regularly report to work and perform services (either in person or remote) of more than 30 miles, except for required travel on the Company's business; or (iv) a material breach by the Company of any of its obligations to you under its employment agreements with you.

“Good Reason Process” means that (1) you have reasonably determined in good faith that a “Good Reason” condition has occurred; (2) you have notified the Company in writing of the first occurrence of the Good Reason condition within 60 days of the first occurrence of such condition; (3) the Company is provided with a period of 30 days following such notice (the “Cure Period”) to remedy the condition; (4) notwithstanding such efforts, you reasonably and in good faith determine at the end of the Cure Period that the Good Reason condition continues to exist; and (5) you terminate your employment within 30 days after the end of the Cure Period. If the Company cures the Good Reason condition during the Cure Period, Good Reason shall be deemed not to have occurred.

9. Section 280G:

(a) If any payment or benefit you would receive under this Agreement, when combined with any other payment or benefit you receive pursuant to a Change-in-Control (for purposes of this Section 9, a “Payment”) would constitute a “parachute payment” within the meaning of Section 280G of the Internal Revenue Code of 1986, as amended (the “Code”) and, but for this sentence, be subject to the excise tax imposed by Code Section 4999 (the “Excise Tax”), then such Payment shall be either: (i) the full amount of such Payment; or (ii) such lesser amount (a “Reduced Payment”) as would result in no portion of the Payment being subject to the Excise Tax, whichever of the foregoing amounts, taking into account the applicable federal, state and local employment taxes, income taxes and the Excise Tax, results in your receipt, on an after-tax basis, of the greater amount of the Payment notwithstanding that all or some portion of the Payment may be subject to the Excise Tax.

(b) With respect to Section 9(a), if there is more than one method of reducing the Reduced Payment amount that would result in no portion of the Payment being subject to the Excise Tax, then the Payment shall be reduced or eliminated in the following order: (i) cash payments; (ii) taxable benefits; (iii) nontaxable benefits; and (iv) accelerated vesting of equity awards in a manner that maximizes the amount to be received by you.

(c) The determination of whether Section 9(a)(i) or (ii) applies, and the calculation of the amount of the Reduced Payment if applicable, shall be performed by a nationally recognized certified public accounting firm as may be designated by the Company (the “Accounting Firm”). The Accounting Firm shall provide detailed supporting calculations to both the Company and you within 15 business days of the receipt of notice from you that there has been a Payment, or such earlier time as is requested by the Company, in a form that can be relied upon for tax filing purposes. All fees and expenses of the Accounting Firm shall be borne solely by the Company.

(d) You may receive a Payment that is, in the aggregate, either more or less than the amount described in Section 9(a)(i) or (ii) (as applicable, an “Overpayment” or “Underpayment”). If it is finally determined by a court of competent jurisdiction pursuant to a final non-appealable judgment, or the Internal Revenue Service, or by the Accounting Firm upon request by either the Company or you, that an Overpayment or Underpayment has been made, then: (i) in the event of an Overpayment, you shall promptly repay the Overpayment to the Company, together with interest on the Overpayment at the applicable federal rate from the date of your receipt of such Overpayment until the date of such repayment; and (ii) in the event of an Underpayment, the Company shall promptly pay an amount equal to the Underpayment to you, together with interest on such amount at the applicable federal rate from the date such amount would have been paid to you had the provisions of Section 9(a)(ii) not been applied until the date of payment.

10. Section 409A:

(a) It is intended that payments under this Agreement are exempt from, or comply with, Section 409A of the Code. To the extent that any provision of this Agreement is ambiguous as to its exemption or compliance with Section 409A of the Code, the provision will be read in such a manner so that all payments hereunder are exempt from or comply with Section 409A of the Code.

(b) To the extent that any payment or benefit described in this Agreement constitutes “non-qualified deferred compensation” under Section 409A of the Code, and to the extent that such payment or benefit is payable upon your termination of employment, then such payments or benefits will be payable only upon your “separation from service.” The determination of whether and when a separation from service has occurred will be made in accordance with Treasury Regulation Section 1.409A-1(h).

(c) Anything in this Agreement to the contrary notwithstanding, if, at the time of your separation from service within the meaning of Section 409A of the Code, the Company determines that you are a “specified employee” within the meaning of Section 409A(a)(2)(B)(i) of the Code, then, to the extent necessary to comply with Section 409A of the Code, any payment or benefit that you become entitled to under this Agreement on account of your separation from service will not be payable and such benefit will not be provided until the date that is the earlier of (A) six months and one day after your separation from service, or (B) your death. If any such delayed cash payment is otherwise payable on an installment basis, the first payment will include a catch-up payment covering amounts that would otherwise have been paid during the six-month period but for the application of this provision, and the balance of the installments will be payable in accordance with their original schedule.

(d) It is intended that each installment of the severance payments and benefits provided under this Agreement shall be treated as a separate “payment” for purposes of Section 409A of the Code. Neither the Company nor you shall have the right to accelerate or defer the delivery of any such payments or benefits except to the extent specifically permitted or required by Section 409A of the Code. In no event will the bonus payment described in Section 8(b) or 8(x) hereof, as applicable, be paid after March 15 of the calendar year following the calendar year in which your separation from service occurs.

(e) All in-kind benefits provided and expenses eligible for reimbursement under this Agreement will be provided by the Company or incurred by you during the time periods set forth in this Agreement. All reimbursements will be paid as soon as administratively practicable, but in no event will any reimbursement be paid after the last day of the taxable year following the taxable year in which the expense was incurred. The amount of in-kind benefits provided or reimbursable expenses incurred in one taxable year will not affect the in-kind benefits to be provided or the expenses eligible for reimbursement in any other taxable year. Such right to reimbursement or in-kind benefits is not subject to liquidation or exchange for another benefit.

(f) The Company makes no guarantee of any tax consequences with respect to any payment hereunder, including, without limitation, under Section 409A of the Code. The Company makes no representation or warranty and will have no liability to you or any other person if any provisions of this Agreement are determined to constitute deferred compensation subject to Section 409A of the Code but do not satisfy an exemption from, or the conditions of, such Section, and nothing herein shall be interpreted or construed to transfer any liability for any tax (including a tax or penalty due as a result of a failure to comply with Section 409A of the Code) from you to the Company or to any other individual or entity.

11. Withholding: All payments made by the Company to you under this Agreement shall be net of any tax or other amounts that the Company reasonably believes it is required to withhold under applicable law.

12. No Guarantee of Tax Consequences: The Company makes no guarantee of any tax consequences with respect to any payment hereunder, including, without limitation, under Section 409A of the Code.

13. No Mitigation: In no event shall you be obligated to seek other employment or take any other action by way of mitigation of the amounts payable to you under any of the provisions of this Agreement and, subject to the aforesaid exception, such amounts shall not be reduced whether or not you obtain other employment.

14. Return of Company Property: Upon termination of employment for any reason, you shall promptly return to the Company any keys, credit cards, passes, confidential documents or material, computer equipment, or other property belonging to the Company, and you shall also return all writings, files, records, correspondence, notebooks, notes and other documents and things (including any copies thereof) containing proprietary information or relating to the business or proposed business of the Company or its affiliated entities or containing any trade secrets relating to the Company or its affiliated entities. For purposes of the preceding sentence, the term "trade secrets" shall have the meaning ascribed to it under the Uniform Trade Secrets Act. You agree to represent in writing to the Company upon termination of employment that you have complied with the foregoing provisions of this Section.

15. Assistance with Claims: You agree that, consistent with the scheduling demands of your business and personal affairs, during and after your employment by the Company, you will assist the Company and its affiliated entities in the defense of any claims, or potential claims that may be made or are threatened to be made against any of them in any action, suit or

proceeding, whether civil, criminal, administrative or investigative (a "Proceeding"), and will assist the Company and its affiliated entities in the prosecution of any claims that may be made by the Company or its affiliated entities in any Proceeding, to the extent that such claims may relate to your employment or the period of your employment by the Company. The Company agrees to reimburse you for your reasonable out-of-pocket expenses associated with such assistance, including travel expenses. Any such reimbursement shall be paid by the Company within no later than 30 days of the date on which you provide documentation to the Company that such expenses were incurred. In the event that the Company requires your extensive assistance outside of the one year period following the conclusion of your services to the Company as an employee, consultant or Board member, the parties will enter into an agreement to compensate you for your time incurred in fulfilling your obligations under this paragraph, other than time related to testifying as a fact witness in any proceeding (including, but not limited to, related activities preliminary and postliminary thereto).

16. Representation Regarding Other Obligations: This offer is conditioned on your representation that you are not subject to any confidentiality, non-competition agreement or any other similar type of restriction that may affect your ability to devote full time and attention to your work at the Company. If you have entered into any agreement that may restrict your activities on behalf of the Company, please provide me with a copy of the agreement as soon as possible.

17. Restrictive Covenants: As an express condition of your employment as the Company's President and Chief Executive Officer, and in consideration of the payments and benefits provided under this Agreement, including but not limited to the base salary in Section 1, the bonus compensation in Section 2, the cash sign-on payment in Section 4, the grant of equity in Section 5 and eligibility for the Termination Benefits in Section 8 upon a qualifying termination of employment, you will be required to sign the Employee Non-Competition Agreement, and the Employee Confidentiality, Assignment and Non-Solicitation Agreement (the "Restrictive Covenants Agreements"). Copies of the Restrictive Covenants Agreements will be provided to you concomitantly herewith.

18. Other Terms:

- (a) As with all employees, our offer to you is contingent on your submission of satisfactory proof of your identity and your legal authorization to work in the United States.
- (b) The terms of this Agreement and the resolution of any dispute as to the meaning, effect, performance or validity of this amendment or the Agreement or arising out of, related to, or in any way connected with, this amendment, the Agreement, your employment with the Company or any other relationship between you and the Company (the "Dispute") will be governed by Massachusetts law, excluding laws relating to conflicts or choice of law. You and the Company submit to the exclusive personal jurisdiction of the federal and state courts located in the Commonwealth of Massachusetts in connection with any Dispute or any claim related to any Dispute, and the prevailing party shall be awarded its attorneys' fees and costs.

- (c) This Agreement, together with the Restrictive Covenant Agreements, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes in all respects all prior agreements between the parties concerning the subject matter hereof.
- (d) If any portion or provision of this Agreement (including, without limitation, any portion or provision of any section of this Agreement) shall to any extent be declared illegal or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- (e) The provisions of this Agreement shall survive the termination of this Agreement and/or the termination of your employment to the extent necessary to effectuate the terms contained herein.
- (f) No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party. The failure of any party to require the performance of any term or obligation of this Agreement, or the waiver by any party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.
- (g) Any notices, requests, demands and other communications provided for by this Agreement shall be sufficient if in writing and delivered in person or sent by a nationally recognized overnight courier service or by registered or certified mail, postage prepaid, return receipt requested, to you at the last address you have filed in writing with the Company or, in the case of the Company, at the Company's main offices, attention of the Chief Legal Officer.
- (h) This Agreement may be amended or modified only by a written instrument signed by you and by a duly authorized representative of the Company (other than you).
- (i) Neither you nor the Company may make any assignment of this Agreement or any interest in it, by operation of law or otherwise, without the prior written consent of the other; provided, however, that the Company may assign its rights and obligations under this Agreement (including the Restrictive Covenant Agreements) without your consent to any affiliate or to any person or entity with whom the Company shall hereafter effect a reorganization, consolidate with, or merge into or to whom it transfers all or substantially all of its capital stock, properties or assets. This Agreement shall inure to the benefit of and be binding upon you and the Company, and each of your and the Company's respective successors, executors, administrators, heirs and permitted assigns.

(j) This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be taken to be an original; but such counterparts shall together constitute one and the same document.

19. *Legal Counsel*: By signing below, you acknowledge that you have been advised by the Company to seek independent legal counsel with respect to this Agreement and that you have had the opportunity to seek the advice of independent legal counsel prior to signing this Agreement. By signing below, you represent that you have read and understand all of the terms and provisions of this Agreement. This Agreement shall not be construed against any party hereof by reason of the drafting or preparation hereof.

We are excited about the opportunity to work with you at Quanterix. If you have any questions about this information, please do not hesitate to call. Otherwise, please confirm your acceptance of this offer of employment by signing below and returning a copy to me.

We are confident that with your background and skills, you will have an immediate positive impact on our organization.

[Signature Page Follows]

Sincerely,

**QUANTERIX
CORPORATION**

/s/ William P. Donnelly

William P. Donnelly
Executive Chair

Date: January 8, 2026

AGREED AND ACCEPTED:

/s/ Everett Cunningham

Everett Cunningham

Date: January 8, 2026

[Signature Page to Employment Agreement]

Press Release

Quanterix Appoints Everett Cunningham as President and CEO Effective January 19, 2026

Planned Leadership Transition Positions Company for Growth

Company Expects to Exceed Revenue and Cash Guidance for the Full Year 2025

BILLERICA, Mass., January 8, 2026 – (BUSINESS WIRE) – Quanterix Corporation (“Quanterix” or the “Company”) (NASDAQ: QTRX), a company transforming healthcare by accelerating biomarker breakthroughs from discovery to diagnostics, today announced that its Board of Directors (the “Board”) has appointed Everett Cunningham as the Company’s next President and Chief Executive Officer and a member of the Board, effective January 19, 2026.

Mr. Cunningham will succeed Masoud Toloue, who will continue to serve as Chief Executive Officer until Mr. Cunningham assumes the role on January 19, 2026. Following Mr. Cunningham’s start date, Dr. Toloue will remain available to the Company in an advisory capacity to support continuity and help ensure a smooth leadership transition. Contemporaneous with Mr. Cunningham’s appointment, Bill Donnelly, Executive Chair of the Board, will transition to his prior role as non-executive Chair of the Board.

Since June 2024, Mr. Cunningham has served as Chief Commercial Officer of Illumina, a global leader in DNA sequencing and array-based technologies, where he was responsible for the company’s global commercial strategy and execution. During his tenure, Mr. Cunningham helped implement a redesigned commercial operating model to improve customer engagement and accelerate the commercialization of Illumina’s sequencing- and array-based solutions for genetic and genomic analysis. Previously, Mr. Cunningham served as Chief Commercial Officer at Exact Sciences, where he led marketing, sales, and customer service across the company’s portfolio of cancer screening and precision oncology diagnostics. Earlier in his career, he held senior leadership roles at Quest Diagnostics, GE Healthcare and Pfizer.

“We are excited to welcome Everett to Quanterix,” said Bill Donnelly, Executive Chair of the Board. “Throughout his career, Everett has demonstrated his ability to accelerate growth at both research tools and diagnostics companies, build high-performing commercial organizations and lead transformational change at scale. His deep understanding of our customers and markets and his track record of operational execution makes him exceptionally well suited to lead Quanterix in its next phase of growth.”

Mr. Cunningham’s appointment follows a comprehensive search process, with the assistance of a leading executive search firm, as part of the Board’s long-term succession planning efforts.

Mr. Donnelly continued, “On behalf of the Board, I want to thank Masoud for his many contributions to Quanterix. Under his leadership, the Company significantly expanded its assay menu, entered adjacent markets, and built its Diagnostics business from the ground up, advancing the translation of its technology into clinical applications. These initiatives, together

with the transformative acquisition of Akoya Biosciences, have positioned Quanterix for broader scientific impact, deeper clinical relevance and enhanced long-term value creation. To that end, we are pleased to share that we expect to exceed our guidance for revenue and cash for the full year 2025. We appreciate Masoud's continued leadership during this transition and wish him every success in his next chapter."

Mr. Cunningham commented, "I am thrilled to join Quanterix as Chief Executive Officer at such an exciting time for the Company. With its differentiated technology platform, expanding portfolio and talented team, Quanterix is uniquely positioned to lead the next wave of innovation in advanced disease detection and therapeutic development. I look forward to working closely with the Board and my colleagues to advance the Company's mission to improve health outcomes worldwide and deliver meaningful value for shareholders, patients, partners and other stakeholders."

About Everett Cunningham

Everett Cunningham, age 58, has served as Chief Commercial Officer of Illumina, Inc. (NASDAQ: ILMN), a global leader in sequencing- and array-based solutions for genetic and genomic analysis since June 2024. Prior to Illumina, he was Chief Commercial Officer of Exact Sciences Corporation (NASDAQ: EXAS), a leader in cancer screening and precision oncology diagnostics, from 2021 to 2024, overseeing global marketing, sales, and customer service functions.

Before joining Exact Sciences, Mr. Cunningham served as President & Chief Executive Officer of GE Healthcare's U.S. & Canada region from 2019 to 2021. Earlier, he served as Senior Vice President, Commercial at Quest Diagnostics Inc. (NYSE: DGX), where he was responsible for global sales, marketing, and commercial operations from 2012 to 2019. And prior to that, from 1991 to 2012, Mr. Cunningham held a range of senior leadership positions at Pfizer Inc. (NYSE: PFE), including Regional President, Established Products for Asia Pacific, Senior Director of Worldwide Learning and Development, Senior Director of Business Operations, Vice President Sales for U.S. Pharmaceuticals, and Vice President of Global Corporate Human Resources.

Mr. Cunningham currently serves on the boards of Arvinas, Inc. (NASDAQ: ARVN) and Visby Medical. At Arvinas, he is a member of the Compensation and Audit committees.

Mr. Cunningham holds a bachelor's degree in economics from Northwestern University.

Inducement Grants Under Nasdaq Listing Rule 5635(c)(4)

In connection with his appointment, Mr. Cunningham will receive long-term equity incentive awards consisting of (i) restricted stock units (RSUs) covering 1,070,000 shares of Company common stock, subject to time-based vesting (the "Time-Based RSUs") and (ii) RSUs covering 813,750 shares of Company common stock, subject to performance-based vesting (the "Performance-Based RSUs").

The Time-Based RSUs vest in four equal annual installments on each of the first four anniversaries of Mr. Cunningham's start date. One-fifth of the Performance-Based RSUs will vest on the later of (i) the date that the volume weighted average price of the Company's common stock on the Nasdaq Global Market ("VWAP") equals or exceeds \$10 per share for 30

consecutive days prior to the second anniversary of Mr. Cunningham's start date and (ii) the first anniversary of his start date, two-fifths will vest on the later of (i) the date that such VWAP equals or exceeds \$15 per share for 30 consecutive days prior to the third anniversary of Mr. Cunningham's start date and (ii) the second anniversary of his start date, and the remaining two-fifths will vest on the later of (i) the date that such VWAP equals or exceeds \$20 per share for 30 consecutive days prior to the fourth anniversary of Mr. Cunningham's start date and (ii) the third anniversary of his start date.

The equity awards were granted under the Company's 2025 Inducement Plan as an inducement material to Mr. Cunningham's joining Quanterix in accordance with Nasdaq Listing Rule 5635(c)(4) and were approved by the Company's Board of Directors.

About Quanterix

Quanterix is a global leader in ultra-sensitive biomarker detection, enabling breakthroughs in disease research, diagnostics, and drug development. Its proprietary Simoa® technology delivers industry-leading sensitivity, allowing researchers to detect and quantify biomarkers in blood and other fluids at concentrations far below traditional limits. With approximately 6,000 peer-reviewed publications, Quanterix has been a trusted partner to the scientific community for nearly two decades. In 2025, Quanterix acquired Akoya Biosciences, The Spatial Biology Company®, adding multiplexed tissue imaging with single-cell resolution to its portfolio and 1,396 installed instruments. Together, the combined company offers a uniquely integrated platform that connects biology across blood and tissue—advancing precision medicine from discovery to diagnostics. Learn more at www.quanterix.com.

Cautionary Statement Regarding Forward-Looking Statements

The financial results mentioned above are preliminary, unaudited results and may be subject to change as a result of the completion of Quanterix's year-end financial reporting and auditing processes.

Statements included in this press release that are not historical in nature or do not relate to current facts are intended to be, and are hereby identified as, forward-looking statements for purposes of the safe harbor provided by Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. Forward-looking statements include, among other things, statements about Quanterix's future business outlook, operations, strategy and financial performance, including statements related to our expectations regarding our financial results for the year ended December 31, 2025, about the development and commercialization of our products, and about the benefits we may realize from the acquisition of Akoya Biosciences Inc. Words and phrases such as "may," "approximately," "continue," "should," "expects," "projects," "anticipates," "is likely," "look ahead," "look forward," "believes," "will," "intends," "estimates," "strategy," "plan," "could," "potential," "possible" and variations of such words and similar expressions are intended to identify such forward-looking statements. Forward-looking statements are subject to certain risks and uncertainties that are difficult to predict with regard to, among other things, timing, extent, likelihood and degree of occurrence, which could cause actual results to differ materially from anticipated results. Such risks and uncertainties include, among others, the following possibilities with respect to Quanterix's future business, operations, strategy and financial performance: risks related to the impact of recent U.S. government policies, including reductions in federal research funding and

increased tariffs; risks that we may not realize the expected benefits of our cost reduction actions; risks associated with the anticipated timing for launch of, and features of, Quanterix's next-generation instrument, Simoa One; risks that Quanterix may fail to realize the anticipated benefits and synergies of its recent acquisitions of Emission, Inc. and Akoya Biosciences Inc.; risk that integrating Quanterix's business with that of Akoya could be more difficult, costly or time-consuming than expected; Quanterix risks that Quanterix's estimates regarding expenses, future revenues, capital requirements, and needs for additional financing could be incorrect; risks related to the restatement of Quanterix's consolidated financial statements, including risks of increased costs and the increased possibility of legal proceedings and regulatory inquiries, sanctions, or investigation; risks related to Quanterix's ability to maintain effective internal control over financial reporting and disclosure controls and procedures, including its ability to remediate existing material weaknesses in its internal control over financial reporting and the timing of any such remediation; risks related to defects or other quality issues in Quanterix's products that could lead to unforeseen costs, product recalls, adverse regulatory actions, negative publicity and litigation; risks related to Quanterix's ability to retain and expand its customer base and achieve sufficient market acceptance of its products; and other factors that may affect future results of Quanterix. Additional factors that could cause results to differ materially from those described above can be found in the periodic reports filed by Quanterix with the SEC, including the "Risk Factors" sections contained therein, which are available on the SEC's website at www.sec.gov.

All forward-looking statements, expressed or implied, included in this press release are expressly qualified in their entirety by the cautionary statements contained or referred to herein. If one or more events related to these or other risks or uncertainties materialize, or if Quanterix's underlying assumptions prove to be incorrect, actual results may differ materially from what Quanterix anticipates. Quanterix cautions readers not to place undue reliance on any such forward-looking statements, which speak only as of the date they are made and are based on information available at that time. Quanterix does not assume any obligation to update or otherwise revise any forward-looking statements to reflect circumstances or events that occur after the date the forward-looking statements were made or to reflect the occurrence of unanticipated events except as required by federal securities laws.

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