ATTACHMENT D

COMPLIANCE REPORTING REQUIREMENTS

The duties and authority of the Independent Compliance Monitor (the "Monitor"), and the obligations of Magellan Diagnostics, Inc. ("Magellan" or the "Company"), on behalf of itself, its parent, and its subsidiaries, with respect to the Monitor and the United States Attorney's Office for the District of Massachusetts (the "Office") are as described below. In addition, the Company agrees that it will report to the Office periodically. The Monitor and Company shall transmit copies of all work plans, reports, certifications, and other notices to the Office as required herein in accordance with the requirements for all notices as described in the Deferred Prosecution Agreement (the "Agreement").

Independent Compliance Monitor

1. The Company will retain the Monitor for a period of 24 months (the "Term of the Monitorship"), unless the Office terminates the Agreement early or extends it as provided for in Paragraph 3 of the Agreement. Notwithstanding the foregoing, the Company agrees that the Monitor's role as claims administrator shall continue for a 36-month period as set forth in Attachment F.

Monitor's Mandate

2. The Monitor's primary responsibility is to assess and monitor the Company's compliance with the terms of the Agreement, including the Corporate Compliance Program in Attachment C, to ensure the Company is promoting and executing on a culture in which the compliance function is given adequate resources and compliance concerns are given due attention from management at all levels. During the Term of the Monitorship, the Monitor will evaluate, in the manner set forth below, the effectiveness of the policies and procedures, internal controls,

training, and record-keeping as they relate to the Company's current and ongoing compliance with the FDCA and its associated regulations and take such reasonable steps as, in the Monitor's view, may be necessary to fulfill the foregoing mandate (the "Mandate"). This Mandate shall include an assessment of the Board of Directors' and senior management's commitment to, and effective implementation of, the Corporate Compliance Program described in Attachment C. In addition, this Mandate shall include (i) overseeing the Company's efforts to identify and notify potential victims; (ii) reviewing and evaluating victim compensation claims; and (iii) overseeing the Company's payment of victim compensation claims according to the processes and standards further described in Attachment F.

Company's Obligations

3. The Company shall cooperate fully with the Monitor, and the Monitor shall have the authority to take such reasonable steps as, in the Monitor's view, may be necessary to be fully informed about the Company's compliance program in accordance with the principles set forth herein and subject to applicable law, including any applicable data protection and labor laws and regulations. To that end, the Company shall: facilitate the Monitor's access to the Company's documents and resources; not limit such access, except as provided in Paragraphs 5–6; and, where necessary, provide guidance on applicable local law (such as relevant data protection and labor laws). The Company shall provide the Monitor with access to all information, documents, records, facilities, and employees, as reasonably requested by the Monitor, that fall within the scope of the Mandate of the Monitor under the Agreement. The Company shall use its best efforts to provide the Monitor with access to the Company's former employees and its third-party vendors, agents, and consultants.

4. Any disclosure by the Company to the Monitor concerning violations of the FDCA and its associated regulations shall not relieve the Company of any otherwise applicable obligation to truthfully disclose such matters to the Office as described below under the heading, "Additional Reporting Requirements."

Withholding Access

5. The parties agree that no attorney-client relationship shall be formed between the Company and the Monitor. In the event that the Company seeks to withhold from the Monitor access to information, documents, records, facilities, or current or former employees of the Company that may be subject to a claim of attorney-client privilege or to the attorney work-product doctrine, or where the Company reasonably believes production would otherwise be inconsistent with applicable law, the Company shall work cooperatively with the Monitor to resolve the matter to the satisfaction of the Monitor.

6. If the matter cannot be resolved, at the request of the Monitor, the Company shall promptly provide written notice to the Monitor and the Office. Such notice shall include a general description of the nature of the information, documents, records, facilities, or current or former employees that are being withheld, as well as the legal basis for withholding access. The Office may then consider whether to make a further request for access to such information, documents, records, facilities, or employees.

Monitor's Coordination with the Company and Review Methodology

7. In carrying out the Mandate, to the extent appropriate under the circumstances, the Monitor should coordinate with Company personnel, including in-house counsel, compliance personnel, regulatory and quality personnel, manufacturing personnel, and internal auditors, on an ongoing basis. The Monitor may rely on the product of the Company's existing processes (e.g.,

the results of studies, reviews, sampling and testing methodologies, audits, and analyses conducted by or on behalf of the Company), as well as the Company's internal resources (e.g., legal, compliance, regulatory, quality, and internal audit), which can assist the Monitor in carrying out the Mandate through increased efficiency and Company-specific expertise, provided that the Monitor has confidence in the quality of those resources.

8. The Monitor's reviews should use a risk-based approach, and thus, the Monitor is not expected to conduct a comprehensive review of all business activities. In carrying out the Mandate, the Monitor should consider, for instance, risks presented by: (a) the blood lead-testing industry; (b) the Company's products; (c) the Company's customers; (d) the Company's current and future business opportunities and transactions; and (e) current and potential business partners, including third parties and joint ventures.

9. In undertaking the reviews to carry out the Mandate, the Monitor shall formulate conclusions based on, among other things: (a) inspection of relevant documents, including the Company's current compliance policies and procedures regarding the FDCA and its associated regulations; (b) on-site observation of selected systems and procedures of the Company, including those related to internal controls, record-keeping, quality, regulatory, and internal audits; (c) meetings with, and interviews of, relevant current and, where appropriate, former directors, officers, employees, business partners, agents, and other persons at mutually convenient times and places; and (d) analyses, studies, and testing of the Company's compliance program.

Monitor's Written Work Plans

10. To carry out the Mandate, during the Term of the Monitorship, the Monitor shall conduct an initial ("first") review and submit a first report, followed by follow-up review(s) and report(s) as described in Paragraphs 16–19 below. With respect to the first report, after consultation

with the Company and the Office, the Monitor shall prepare and submit the first written work plan within 30 calendar days of being retained, and the Company and the Office shall provide any comments within 30 calendar days after receipt of the written work plan. With respect to a follow-up report, after consultation with the Company and the Office, the Monitor shall prepare and submit a written work plan at least 30 calendar days prior to commencing a review, and the Company and the Office shall provide any comments within 20 calendar days after receipt of the written work plan. Any disputes between the Company and the Monitor with respect to any written work plan shall be decided by the Office in its sole discretion.

11. All written work plans shall identify with reasonable specificity the activities the Monitor plans to undertake in execution of the Mandate, including a written request for documents. The Monitor's work plan for the first review shall include such steps as are reasonably necessary to conduct an effective first review in accordance with the Mandate, including by developing an understanding, to the extent the Monitor deems appropriate, of the facts and circumstances surrounding any violations that may have occurred before the date of the Agreement. In developing such understanding, the Monitor is to rely, to the extent possible, on available information and documents provided by the Company. It is not intended that the Monitor will conduct the Monitor's own inquiry into the historical events that gave rise to the Agreement.

First Review

12. The first review shall commence no later than 60 calendar days from the date of the retention of the Monitor (unless otherwise agreed by the Company, the Monitor, and the Office). The Monitor shall prepare and submit to the Board of Directors of the Company and the Office a written report within 90 calendar days of commencing the first review, setting forth the Monitor's assessment and, if necessary, making recommendations reasonably designed to improve the

effectiveness of the Company's program for ensuring compliance with the FDCA and its associated regulations. The Monitor should consult with the Company concerning his or her findings and recommendations on an ongoing basis and should consider the Company's comments and input to the extent the Monitor deems appropriate. The Monitor may also choose to share a draft of the Monitor's report with the Company prior to finalizing it. The Monitor's report need not recite or describe comprehensively the Company's history or compliance policies, procedures and practices. Rather, the report should focus on areas the Monitor has identified as requiring recommendations for improvement or which the Monitor otherwise concludes merit particular attention. After consultation with the Company and with prior written approval of the Office, the Monitor may extend the period for submission of the first report for a brief time.

13. Within 90 calendar days after receiving the Monitor's first report, the Company shall adopt and implement all recommendations in the report unless, within 45 calendar days after receiving the report, the Company notifies the Monitor and the Office in writing concerning any recommendations that the Company considers unduly burdensome, inconsistent with applicable law or regulation, impractical, excessively expensive, or otherwise inadvisable. With respect to any such recommendation, the Company shall include in its written notice a proposal for an alternative policy, procedure, or system designed to achieve the same objective or purpose, and the Company need not adopt that recommendation within the 90 calendar days of receiving the report. As to any recommendation on which the Company and the Monitor do not agree, such parties shall attempt in good faith to reach an agreement within 30 calendar days after the Company serves the written notice.

14. In the event the Company and the Monitor are unable to agree on an acceptable alternative proposal, the Company shall promptly consult with the Office. The Office may consider

the Monitor's recommendation and the Company's reasons for not adopting the recommendation in determining whether the Company has fully complied with its obligations under the Agreement. Pending such determination, the Company shall not be required to implement any contested recommendation(s).

15. With respect to any recommendation that the Monitor determines cannot reasonably be implemented within 150 calendar days after receiving the report, with prior written approval of the Office, the Monitor may extend the period for implementation.

Follow-Up Review(s)

16. A follow-up review shall commence no later than 180 calendar days after the submission of the first report (unless otherwise agreed by the Company, the Monitor, and the Office). The Monitor shall prepare and submit to the Board of Directors of the Company and the Office a written follow-up ("second") report within 120 calendar days of commencing the second review, setting forth the Monitor's assessment and, if necessary, making recommendations in the same fashion as set forth in Paragraph 12 with respect to the first review. After consultation with the Company and with prior written approval of the Office, the Monitor may extend the period for submission of the second report for a brief time.

17. Within 120 calendar days after receiving the Monitor's second report, the Company shall adopt and implement all recommendations in the report, unless, within 30 calendar days after receiving the report, the Company notifies the Monitor and the Office in writing concerning any recommendations that the Company considers unduly burdensome, inconsistent with applicable law or regulation, impractical, excessively expensive, or otherwise inadvisable. With respect to any such recommendation, the Company shall include in its written notice a proposal for an alternative policy, procedure, or system designed to achieve the same objective or purpose, and

the Company need not adopt that recommendation within the 120 calendar days of receiving the report. As to any recommendation on which the Company and the Monitor do not agree, such parties shall attempt in good faith to reach an agreement within 30 calendar days after the Company serves the written notice.

18. In the event the Company and the Monitor are unable to agree on an acceptable alternative proposal, the Company shall promptly consult with the Office. The Office may consider the Monitor's recommendation and the Company's reasons for not adopting the recommendation in determining whether the Company has fully complied with its obligations under the Agreement. Pending such determination, the Company shall not be required to implement any contested recommendation(s). With respect to any recommendation that the Monitor determines cannot reasonably be implemented within 120 calendar days after receiving the report, with prior written approval of the Office, the Monitor may extend the period for implementation.

19. In the event that the Office extends the term of the Monitorship as provided for in Paragraph 3 of the Agreement, the Monitor shall undertake a second follow-up ("third") review not later than 150 calendar days after the submission of the second report. The Monitor shall prepare and submit to the Board of Directors of the Company and the Office a third report within 120 calendar days of commencing the review, and recommendations shall follow the same procedures described in Paragraphs 16–18. No later than 30 calendar days before the end of the Term of the Monitorship, the Monitor also shall submit to the Office a certification as to whether the Company's compliance program, including its policies, procedures, and internal controls, is reasonably designed and implemented to prevent and detect violations of the FDCA and its associated regulations.

Monitor's Discovery of Reportable Events

20. Except as set forth below in Paragraph 21, should the Monitor discover circumstances during the course of his or her engagement that, after a reasonable opportunity to conduct an appropriate review or investigation of the allegations, a reasonable person would consider a material violation of the FDCA and its associated regulations (a "Reportable Event"), the Monitor shall immediately report the Reportable Event to the Company's or the Company's parent's General Counsel and/or Chief Compliance Officer for further action, unless the Reportable Event was already so disclosed. The Monitor also may report the Reportable Event to the Office at any time and shall report the Reportable Event to the Office when it requests the information.

21. If the Monitor believes that a Reportable Event poses a substantial risk of harm to the public or may constitute a felony under U.S. federal law, the Monitor shall immediately report such solely to the Office, and in such cases, disclosure of the same to the General Counsel or Chief Compliance Officer of the Company or the Company's parent should occur as the Office deems appropriate under the circumstances.

22. The Monitor shall address in his or her reports the appropriateness of the Company's response to disclosed Reportable Events whether previously disclosed to the Office or not. Further, if the Company or any entity or person working directly or indirectly on behalf of the Company withholds information necessary for the performance of the Monitor's responsibilities and the Monitor believes that such withholding is without just cause, the Monitor shall also immediately disclose that fact to the Office and address the Company's failure to disclose the necessary information in his or her reports.

23. Neither the Company nor anyone acting on its behalf shall take any action to retaliate against the Monitor for any such disclosures or for any other reason.

Additional Reporting Requirements

24. The Company shall submit written reports to the Office concerning Reportable Events on a biannual basis, whether previously disclosed to the Office by the Monitor or not. A Reportable Event may be the result of an isolated event or a series of occurrences. The written report shall include: (a) whether any Reportable Events have been determined to have occurred during the preceding calendar quarter, and providing updated information about Reportable Events that the Company determined to have occurred during any prior calendar quarter, as may be necessary in the reasonable determination of the Company or at the Office's request; (b) a description of the Reportable Event, including the relevant facts, the positions of the persons involved, and the legal authorities implicated; (c) a description of the Company's actions taken to investigate and correct the Reportable Event; and (d) a description of any further steps the Company plans to take to address the Reportable Event and prevent it from recurring. The written reports shall be submitted to the Office no later than 15 calendar days after the end of each calendar semester (that is, by January 15 for the calendar semester ending December 31, and July 15 for the calendar semester ending June 30), excepting any calendar semester that ends within 30 calendar days of the expiration of the Agreement.

25. No later than 12 months from the Effective Date of this Agreement, the Company shall submit to the Office a certification from the Chief Executive Officer of the Company, in the form of executing the document attached as Attachment E to this Agreement. The certification will be deemed a material statement and representation by the Company to the executive branch of the United States for purposes of 18 U.S.C. §§ 1001 and 1519, and it will be deemed to have been

made in the District of Massachusetts. The Company shall deliver a second certification no later than 12 months after the first certification, and if the Office extends the term of the Monitorship as provided for in Paragraph 3 of the Agreement, a final certification no later than 30 calendar days before the expiration of the Agreement.

Additional Information and Meetings During the Agreement

26. Upon request of the Office in its sole discretion, the Company shall provide to the Office additional information or documents regarding its compliance-related improvements, processes, and controls, or regarding its victim identification and compensation efforts as described in Attachment F. The Company's cooperation pursuant to this Paragraph is subject to applicable law and regulations, as well as valid claims of attorney-client privilege or attorney work product doctrine; however, the Company must provide to the Office a log of any information or cooperation that is not provided based on an assertion of law, regulation, or privilege, and the Company bears the burden of establishing the validity of any such an assertion.

27. If and when the Office deems it appropriate in its sole discretion, representatives from the Company, the Monitor, and the Office will meet to discuss the status of the review and reporting obligations, and any suggestions, comments, or improvements the Company or Monitor may wish to discuss with or propose to the Office.

Confidentiality of Submissions

28. Submissions by the Monitor and the Company, including the work plans and reports, will likely include proprietary, financial, confidential, and competitive business information. Moreover, public disclosure of the submissions could discourage cooperation, impede pending or potential government investigations, and thus undermine the objectives of the monitorship and reporting requirements. For these reasons, among others, the submissions and the

contents thereof are intended to remain and shall remain non-public and exempt from disclosure pursuant to a Freedom of Information Act (FOIA) request, except as otherwise agreed to by the parties in writing, or except to the extent the Office determines in its sole discretion that disclosure would be in furtherance of the Office's discharge of its duties and responsibilities or is otherwise required by law.