ATTACHMENT G

ACKNOWLEDGEMENT AND GUARANTY

This Acknowledgement and Guaranty (this "Guaranty") sets forth the terms of the agreement between the United States Attorney's Office for the District of Massachusetts (the "Office") and Meridian Bioscience, Inc. ("Meridian") in connection with the Deferred Prosecution Agreement between the Office and Magellan Diagnostics, Inc. ("Magellan").

Meridian acquired Magellan in March 2016, and Magellan remains a wholly owned subsidiary of Meridian. In exchange for the Office's agreement to enter into the Deferred Prosecution Agreement with Magellan, Meridian agrees as follows:

1. Meridian irrevocably and unconditionally guarantees the performance of all financial obligations agreed to by Magellan in the Deferred Prosecution Agreement and Magellan's plea agreement in connection with the FDCA Information. These financial obligations are:

   a. Magellan's payment of $32,700,000 in criminal fines and forfeiture in connection with the FDCA Information, as set forth in Magellan's plea agreement (the "Criminal Fine and Forfeiture"); *and*

   b. Magellan's payment of victim compensation of at least $9,300,000 as detailed in the Deferred Prosecution Agreement and attachments thereto (the "Victim Compensation Payment").

2. All financial obligations agreed to by Magellan in the Deferred Prosecution Agreement and described in Paragraph 1 of this Guaranty shall be due and payable immediately by Meridian in the event that, during the Term[1] of the Deferred Prosecution Agreement:

[1] "Term" shall have the meaning ascribed in the Deferred Prosecution Agreement.

a. Magellan fails to make a timely payment with respect to the Criminal Fine and Forfeiture and fails to cure such default pursuant to the terms set forth in Magellan's plea agreement concerning the FDCA Information;

b. Magellan fails to timely make the Victim Compensation Payment and fails to cure such default pursuant to the terms of the Deferred Prosecution Agreement; or

c. Magellan or a third party commences an Insolvency Proceeding.[2]

3. The Office shall not be obligated to enforce or exhaust its remedies against Magellan under the Deferred Prosecution Agreement or Magellan's plea agreement concerning the FDCA Information before proceeding to enforce this Guaranty.

4. Meridian acknowledges and agrees to be bound by paragraph 24 of the Deferred Prosecution Agreement. Specifically, except as may otherwise be agreed by the parties in connection with a particular transaction, Meridian agrees that in the event that, during the term of the Deferred Prosecution Agreement, Magellan undertakes any change in corporate form, including if it sells, merges, or transfers business operations that are material to Magellan's operations, or to the operations of any parent company, subsidiaries, or affiliates involved in the conduct described in the Statement of Facts, as they exist as of the Effective Date of the Deferred Prosecution Agreement, whether such sale is structured as a sale, asset sale, merger, transfer, or other change in corporate form, it shall include in any contract for sale, merger, transfer, or other change in corporate form a provision binding the purchaser, or any successor in interest thereto, to the obligations described in the Deferred Prosecution Agreement. The purchaser or successor in

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[2] "Insolvency Proceeding" shall have the meaning ascribed in the Deferred Prosecution Agreement.

interest must also agree in writing that the Office's ability to determine a breach under the Deferred Prosecution Agreement is applicable in full force to that entity. Meridian agrees that the failure to include these provisions in the transaction will make any such transaction null and void. Meridian and Magellan shall provide notice to the Office at least 30 business days prior to undertaking any such sale, merger, transfer, or other change in Magellan's corporate form. The Office shall notify Meridian and Magellan prior to such transaction (or series of transactions) if the Office determines that the transaction(s) will have the effect of circumventing or frustrating the enforcement purposes of the Deferred Prosecution Agreement. At any time during the Term that Magellan or Meridian engages in a transaction(s) that has the effect of circumventing or frustrating the enforcement purposes of the Deferred Prosecution Agreement, the Office may deem it a breach of the Deferred Prosecution Agreement pursuant to Paragraph 20 of that agreement. Nothing herein shall restrict Magellan or Meridian from indemnifying (or otherwise holding harmless) the purchaser or successor in interest for penalties or other costs arising from any conduct that may have occurred prior to the date of the transaction, so long as such indemnification does not have the effect of circumventing or frustrating the enforcement purposes of the Agreement, as determined by the Office.

5. Meridian agrees that its obligations under this Guaranty are irrevocable, continuing, absolute, and unconditional and shall not be discharged or impaired or otherwise affected by any illegality, invalidity, or unenforceability of any obligation under this Guaranty. Meridian hereby unconditionally and irrevocably waives any right to revoke this Guaranty and waives any defenses to enforcement of this Guaranty based on the reasons set forth in this paragraph.

6. This Guaranty is governed by the laws of the United States. The exclusive venue for any dispute relating to this Guaranty is the United States District Court for the District of Massachusetts.

7. This Guaranty may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Agreement.

8. This Guaranty is binding on Meridian's successors, transferees, heirs, and assigns.

9. If any provision of this Guaranty is to any extent determined by final decision of a court of competent jurisdiction to be unenforceable, the remainder of this Guaranty shall not be affected thereby, and each provision of this Guaranty shall be valid and enforceable to the fullest extent permitted by law.

AGREED AND ACCEPTED:

Date: 5/21/24

By: _____

EMERSON C. MOSER
As Authorized Corporate Representative for
Meridian Bioscience, Inc.