SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into among the United States of America, acting through the United States Department of Justice and on behalf of the Office of Inspector General ("OIG-HHS") of the Department of Health and Human Services ("HHS") (collectively, the "United States"), and NeoGenomics Laboratories, Inc. ("NeoGenomics") (hereafter collectively referred to as "the Parties"), through their authorized representatives.

RECITALS

A. NeoGenomics is a cancer testing-focused laboratory that, among other things, provides laboratory testing services for patients referred by physicians and other health care providers, with a principal place of business in Fort Myers, Florida. Some of those laboratory testing services are paid for by federal health care programs.

B. On November 2, 2021, NeoGenomics voluntarily self-disclosed to the United States, through the U.S. Department of Health and Human Services Office of Inspector General's Provider Self-Disclosure Protocol (hereinafter, "Self-Disclosure Protocol"), that it had potentially violated the federal Anti-Kickback Statute ("AKS"), 42 U.S.C. § 1320a-7b, and the physician self-referral law, 42 U.S.C. § 1395nn (the "Stark Law") by (1) providing below fair market value consulting services to certain health care providers that referred federal health care program beneficiaries to NeoGenomics for laboratory testing services as part of its Laboratory Clinical Initiative ("LCI") program, pursuant to which NeoGenomics provided certain consulting and other services to health care providers to help them develop in-house flow cytometry and Fluorescence In-Situ Hybridization ("FISH") laboratories, and (2) paying variable referral-based compensation to independent consultants to identify health care providers who were in a position to refer patients to NeoGenomics for laboratory services.

C. NeoGenomics conducted an internal investigation of these issues with the assistance of outside counsel, implemented remedial measures including policy and personnel changes, and provided OIG-HHS with a thorough written self-disclosure. Following the self-disclosure, NeoGenomics cooperated with the United States' investigation of these issues, including by identifying individuals who were aware of relevant information; disclosing facts gathered during NeoGenomics' investigation; providing documents and additional information pursuant to requests from the United States; and assisting in the determination of remuneration and of amounts billed to federal health care programs related to the consulting agreements at issue in the self-disclosure. NeoGenomics also undertook remedial actions, including ending the consulting agreements at issue and terminating responsible employees.

D. NeoGenomics received credit under the Department of Justice's guidelines for taking disclosure, cooperation, and remediation into account in False Claims Act cases, Justice Manual § 4-4.112.

E. The United States contends that NeoGenomics submitted or caused to be submitted claims for payment to the Medicare Program, Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395-1395lll ("Medicare"), and the Medicaid Program, 42 U.S.C. §§ 1396-1396w-5 ("Medicaid").

F. The United States contends that it has certain civil claims against NeoGenomics arising from the following alleged conduct from February 14, 2014 through December 31, 2022: First, as part of its LCI program, NeoGenomics provided laboratory consulting services to 28 health care providers seeking to establish in-house FISH and/or flow cytometry laboratory diagnostic testing capabilities, which are identified in a separate letter from the United States to NeoGenomics, dated July 13, 2026, which is incorporated by reference into this Agreement ("Letter"). As part of those laboratory consulting arrangements, NeoGenomics provided certain services for less than fair market value to induce the referral of clinical laboratory tests to NeoGenomics in violation of the AKS. Additionally, the United States contends that remuneration described in this paragraph from NeoGenomics to the health care providers created a financial relationship between the health care providers and NeoGenomics. The health care providers referred Medicare beneficiaries to NeoGenomics for clinical laboratory services; NeoGenomics furnished clinical laboratory services ordered by the health care providers; and the health care providers or NeoGenomics submitted the respective claims to Medicare for those services. The financial relationship between the health care providers and NeoGenomics did not satisfy any exception to Stark Law. The United States contends that the health care providers' referrals to NeoGenomics for designated health services were, therefore, prohibited, and the submission of claims to the Medicare programs for the improperly-referred services violated the Stark Law.

Second, the United States further contends that NeoGenomics entered into agreements with independent consultants, which are identified in the Letter, that involved payments to those consultants in exchange for identifying potential health care provider customers for NeoGenomics' laboratory services and recommending NeoGenomics' laboratory services to those health care providers. The payments to the independent consultants varied in part based on the volume or value of referrals to NeoGenomics and therefore were paid in violation of the AKS.

As a result of these alleged AKS and Stark Law violations, the United States contends that NeoGenomics submitted or caused to be submitted false claims to Medicare and Medicaid programs. The conduct set forth in this Paragraph F is referred to below as the "Covered Conduct."

G. This Settlement Agreement is neither an admission of liability by NeoGenomics nor a concession by the United States that its claims are not well founded.

To avoid the delay, uncertainty, inconvenience, and expense of protracted litigation of the above claims, and in consideration of the mutual promises and obligations of this Settlement Agreement, the Parties agree and covenant as follows:

TERMS AND CONDITIONS

1. NeoGenomics shall pay to the United States $9,813,260 ("Settlement Amount"), plus interest accrued on the Settlement Amount at a rate of 4.250% per annum from January 16, 2026, of which $6,542,173 is restitution, no later than 15 days after the Effective Date of this Agreement by electronic funds transfer pursuant to written instructions to be provided by the Civil Division of the United States Department of Justice.

2. Subject to the exceptions in Paragraph 4 (concerning reserved claims) below, and upon the United States' receipt of the Settlement Amount, plus interest due under Paragraph 1, the United States releases NeoGenomics, together with its current and former parent corporations; direct and indirect subsidiaries; brother or sister corporations; divisions; current or former corporate owners; and the corporate successors and assigns of any of them from any civil or administrative monetary claim the United States has for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733; the Civil Monetary Penalties Law, 42 U.S.C. § 1320a-7a; the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812; the civil monetary provisions of the Stark Law at 42 U.S.C. §§ 1395nn(g)(3) and (g)(4), or the common law theories of payment by mistake, unjust enrichment, and fraud.

3. In consideration of NeoGenomics' voluntary submission of this matter to OIG's Self-Disclosure Protocol, and NeoGenomics' obligations in this Agreement, and conditioned upon the United States' receipt of full payment of the Settlement Amount, plus interest due under

Paragraph 1, the OIG-HHS shall release and refrain from instituting, directing, or maintaining any administrative action seeking exclusion from Medicare, Medicaid, and other Federal health care programs (as defined in 42 U.S.C. § 1320a-7b(f)) against NeoGenomics under 42 U.S.C. § 1320a-7a (Civil Monetary Penalties Law) or 42 U.S.C. § 1320a-7(b)(7) (permissive exclusion for fraud, kickbacks, and other prohibited activities) for the Covered Conduct, except as reserved in this paragraph and in Paragraph 4 (concerning reserved claims), below. The OIG-HHS expressly reserves all rights to comply with any statutory obligations to exclude NeoGenomics from Medicare, Medicaid, and other Federal health care programs under 42 U.S.C. § 1320a-7(a) (mandatory exclusion) based upon the Covered Conduct. Nothing in this paragraph precludes the OIG-HHS from taking action against entities or persons, or for conduct and practices, for which claims have been reserved in Paragraph 4, below.

4. Notwithstanding the releases given in Paragraphs 2 and 3 of this Agreement, or any other term of this Agreement, the following claims and rights of the United States are specifically reserved and are not released:

a. Any liability arising under Title 26, U.S. Code (Internal Revenue Code);

b. Any criminal liability;

c. Except as explicitly stated in this Agreement, any administrative liability or enforcement right, including mandatory exclusion from Federal health care programs;

d. Any liability to the United States (or its agencies) for any conduct other than the Covered Conduct;

e. Any liability based upon obligations created by this Agreement;

f. Any liability of individuals;

g. Any liability for express or implied warranty claims or other claims for defective or deficient products or services, including quality of goods and services;

h. Any liability for failure to deliver goods or services due; and

i. Any liability for personal injury or property damage or for other consequential damages arising from the Covered Conduct.

5. NeoGenomics waives and shall not assert any defenses NeoGenomics may have to any criminal prosecution or administrative action relating to the Covered Conduct that may be based in whole or in part on a contention that, under the Double Jeopardy Clause in the Fifth Amendment of the Constitution, or under the Excessive Fines Clause in the Eighth Amendment of the Constitution, this Agreement bars a remedy sought in such criminal prosecution or administrative action.

6. NeoGenomics fully and finally releases the United States, its agencies, officers, agents, employees, and servants, from any claims (including attorney's fees, costs, and expenses of every kind and however denominated) that NeoGenomics has asserted, could have asserted, or may assert in the future against the United States, and its agencies, officers, agents, employees, and servants related to the Covered Conduct and the United States' investigation and prosecution thereof.

7. The Settlement Amount shall not be decreased as a result of the denial of claims for payment now being withheld from payment by any Medicare contractor (e.g., Medicare Administrative Contractor, fiscal intermediary, carrier) or any state payer, related to the Covered Conduct; and NeoGenomics agrees not to resubmit to any Medicare contractor or any state payer any previously denied claims related to the Covered Conduct, agrees not to appeal any such denials of claims, and agrees to withdraw any such pending appeals.

8. NeoGenomics agrees to the following:

a. Unallowable Costs Defined: All costs (as defined in the Federal Acquisition Regulation, 48 C.F.R. § 31.205-47; and in Titles XVIII and XIX of the Social Security Act, 42 U.S.C. §§ 1395-1395lll and 1396-1396w-5; and the regulations and official program directives promulgated thereunder) incurred by or on behalf of NeoGenomics, its present or former officers, directors, employees, shareholders, and agents in connection with:

(1) the matters covered by this Agreement;

(2) the United States' audit(s) and civil investigation(s) of the matters covered by this Agreement;

(3) NeoGenomics' investigation, defense, and corrective actions undertaken in response to the United States' audit(s) and civil investigation(s) in connection with the matters covered by this Agreement (including attorneys' fees);

(4) the negotiation and performance of this Agreement; and

(5) the payment NeoGenomics makes to the United States pursuant to this Agreement

are unallowable costs for government contracting purposes and under the Medicare Program, Medicaid Program, TRICARE Program, and Federal Employees Health Benefits Program (FEHBP) (hereinafter referred to as "Unallowable Costs").

b. Future Treatment of Unallowable Costs: Unallowable Costs shall be separately determined and accounted for by NeoGenomics, and NeoGenomics shall not charge such Unallowable Costs directly or indirectly to any contracts with the United States or any State Medicaid program, or seek payment for such Unallowable Costs through any cost report, cost statement, information statement, or payment request submitted by NeoGenomics or any of its subsidiaries or affiliates to the Medicare, Medicaid, TRICARE, and FEHBP Programs.

c. Treatment of Unallowable Costs Previously Submitted for Payment: NeoGenomics further agrees that within 90 days of the Effective Date of this Agreement it shall identify to applicable Medicare and TRICARE fiscal intermediaries, carriers, and/or contractors, and Medicaid and FEHBP fiscal agents, any Unallowable Costs (as defined in this paragraph) included in payments previously sought from the United States, or any State Medicaid program, including, but not limited to, payments sought in any cost reports, cost statements, information reports, or payment requests already submitted by NeoGenomics or any of its subsidiaries or affiliates, and shall request, and agree, that such cost reports, cost statements, information reports, or payment requests, even if already settled, be adjusted to account for the effect of the inclusion of the unallowable costs. NeoGenomics agrees that the United States, at a minimum, shall be entitled to recoup from NeoGenomics any overpayment plus applicable interest and penalties as a result of the inclusion of such Unallowable Costs on previously-submitted cost reports, information reports, cost statements, or requests for payment.

Any payments due after the adjustments have been made shall be paid to the United States pursuant to the direction of the Department of Justice and/or the affected agencies. The United States reserves its rights to disagree with any calculations submitted by NeoGenomics or any of its subsidiaries or affiliates on the effect of inclusion of Unallowable Costs (as defined in this paragraph) on NeoGenomics or any of its subsidiaries or affiliates' cost reports, cost statements, or information reports.

d. Nothing in this Agreement shall constitute a waiver of the rights of the United States to audit, examine, or re-examine NeoGenomics' books and records to determine that no Unallowable Costs have been claimed in accordance with the provisions of this paragraph.

9. This Agreement is intended to be for the benefit of the Parties only. The Parties do not release any claims against any other person or entity, except to the extent provided for in Paragraphs 2 and 3 above and in Paragraph 10 (waiver for beneficiaries paragraph), below.

10. NeoGenomics agrees that it waives and shall not seek payment for any of the health care billings covered by this Agreement from any health care beneficiaries or their parents, sponsors, legally responsible individuals, or third party payors based upon the claims defined as Covered Conduct.

11. Each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

12. Each Party and signatory to this Agreement represents that it freely and voluntarily enters into this Agreement without any degree of duress or compulsion.

13. This Agreement is governed by the laws of the United States. The exclusive venue for any dispute relating to this Agreement is the United States District Court for the District of the District of Columbia. For purposes of construing this Agreement, this Agreement shall be deemed to have been drafted by all Parties to this Agreement and shall not, therefore, be construed against any Party for that reason in any subsequent dispute.

14. This Agreement constitutes the complete agreement between the Parties. This Agreement may not be amended except by written consent of the Parties.

15. The undersigned counsel represent and warrant that they are fully authorized to execute this Agreement on behalf of the persons and entities indicated below.

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

17. This Agreement is binding on NeoGenomics' successors, transferees, heirs, and assigns.

18. All Parties consent to the United States' disclosure of this Agreement, and information about this Agreement, to the public.

19. This Agreement is effective on the date of signature of the last signatory to the Agreement (Effective Date of this Agreement). Facsimiles and electronic transmissions of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

THE UNITED STATES OF AMERICA

DATED: __________ BY: SARAH ARNI Digitally signed by SARAH ARNI Date: 2026.07.20 11:21:52 -04'00'

Sarah M. Arni
Senior Trial Counsel
Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED: __________ BY: Digitally signed by TAMARA FORYS Date: 2026.07.20 11:03:50 -04'00'

Susan E. Gillin
Assistant Inspector General for Legal Affairs
Office of Counsel to the Inspector General
Office of Inspector General
United States Department of Health and Human Services

NeoGenomics Laboratories, Inc.

Signed by:

DATED: 7/18/2026 BY: Tony Zook

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Tony Zook
Chief Executive Officer
NeoGenomics Laboratories, Inc.

Signed by:

DATED: 7/17/2026 BY: John Kocoras

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JOHN C. KOCORAS
RENE H. DUBOIS
Skadden, Arps, Slate, Meagher & Flom LLP

Counsel for NeoGenomics Laboratories, Inc.