



VIA EMAIL

October 1, 2020

Mr. John Kelly, Jr.
President
All-Circo, Inc.
Public Affairs and Consulting
616 Enterprise Drive, Suite 102A
Oak Brook, IL 60523

Dear Mr. Kelly:

This letter will set forth our understanding with respect to the terms upon which Quest Diagnostics Incorporated ("Quest Diagnostics") has agreed to retain the firm All-Circo, Inc. (the "Firm") to provide legislative services in the State of Illinois, including Cook County and the City of Chicago. In this connection, it is agreed between Quest Diagnostics and the Firm as follows:

DUTIES.

1. During the term of this Agreement, the Firm shall provide full-service Lobbying Activities and other services described herein.

Lobbying Activities shall include:

- Providing copies of all pending legislation and regulation of interest to Quest Diagnostics, to David M. Reiner, Senior Director, State Government Affairs ("Reiner") and/or Michael E. Prevoznik, Senior Vice President & General Counsel ("Prevoznik"), or whomever Quest Diagnostics may designate;
- Actively pursuing Quest Diagnostics' interests with the legislative and regulatory agencies; such interests and pursuits to be identified by Reiner and/or Prevoznik, or whomever Quest Diagnostics may designate;
- Developing legislative and policy strategy with Reiner and/or Prevoznik, or whomever Quest Diagnostics may designate;

- Establishing relationships for Quest Diagnostics with key legislators and regulators;
- Advising Reiner and/or Prevoznik, or whomever Quest Diagnostics may designate, of any laws or rulemaking regulating political contributions, lobbying or ethics applicable to the provision of Lobbying Activities, including but not limited to annual registration and ongoing compliance reporting with the respective state agencies. Except as otherwise agreed in writing by the parties, the Firm shall be responsible for preparing and filing all registrations and compliance reporting for lobbyists required under Illinois, including Cook County and City of Chicago, law governing state campaign contributions, pay-to-play, state lobbying and gift expenditure activity, and Quest Diagnostics (with the assistance of Firm) shall be responsible for preparing and filing all authorizations and compliance reporting for lobbyist principals required under Illinois, including Cook County and City of Chicago, law governing state campaign contributions, pay-to-play, state lobbying and gift expenditure activity.
- Communicating on a regular basis with Reiner and/or Prevoznik, or whomever Quest Diagnostics may designate, to provide updates on current projects.

REPORTING.

2. During the term of this Agreement, Firm agrees to report to Quest Diagnostics any legislative action regarding Quest Diagnostics' products or services. Firm will make such written or other reports to Quest Diagnostics as Quest Diagnostics may request.

(a) Firm agrees to provide on a quarterly basis the percentage of its time spent on activities that are non-deductible to Quest Diagnostics in accordance with 26 U.S. Code §162(e) (Internal Revenue Code), including but not limited to Firm's actions to influence legislation, participate in political campaigns, and / or attempts to influence the general public with respect to elections, legislation, or referendums on behalf of Quest Diagnostics. The terms "influencing legislation" and "legislation" shall have the meanings ascribed to those terms in 26 USC §162(e)(4) and "influencing legislation" shall include all activities (including research, preparation, planning, and coordination) engaged in for a purpose of making or supporting a lobbying communication, even if not yet made.

(b) Firm shall allocate its time based on actual time spent on such non-deductible lobbying activities compared to total time expended on behalf of Quest Diagnostics during the quarter, including such non-lobbying activities as monitoring legislation, reporting on legislation, preparing reports, and similar activities that are not influencing legislation as defined by the Internal Revenue Code and associated regulations.

CONTACT PERSONS.

3. John Kelly, Jr., President, of All-Circo, Inc. ("Kelly") shall be the primary contact between Firm and Quest Diagnostics for services related to Illinois, including Cook County and the City of Chicago, and agrees to report to Reiner and/or Prevoznik, or whomever Quest Diagnostics may designate.

4. It is understood and agreed that Quest Diagnostics is contracting for Firm's services as described herein; however, Kelly will be the key contact and will be responsible for all activities under this Agreement. If Kelly leaves the firm for other employment, Quest Diagnostics may terminate this Agreement, immediately, without any further liability except for fees and costs previously incurred,

CONSIDERATION.

5. As full consideration for Firm's services hereunder, Quest Diagnostics agrees to pay Firm subject to the following terms and conditions:

- (a) Quest Diagnostics shall pay a total of \$90,000.00 per annum to Firm, to be paid in twelve (12) equal monthly installments.
- (b) Quest Diagnostics shall pay Firm's out-of-pocket expenditures only with the explicit prior approval of Reiner and/or Prevoznik, or whomever Quest Diagnostics may designate, and upon receipt by Quest Diagnostics of a quarterly invoice from Firm for such expenses.

TERM AND TERMINATION.

6. This Agreement shall be effective beginning October 1, 2020 and shall continue until terminated pursuant to section 7.

7. Except as otherwise provided in this Agreement, either party may terminate this Agreement, with or without cause, upon thirty (30) days prior written notice to the other party. Termination of this Agreement shall not affect any rights or obligations which have occurred prior thereto.

CONFIDENTIAL INFORMATION.

8. During the term of this Agreement and forever thereafter, Firm shall not, directly or indirectly, disclose, reveal, divulge or disseminate any confidential information to any person or entity without the prior written consent of Quest Diagnostics. Confidential information shall include all information concerning Quest Diagnostics disclosed to Firm by Quest Diagnostics, or developed as a result of Firm's services under this Agreement (the "Confidential Information"), except any portion thereof which:

- (a) is known to Firm before receipt thereof under this Agreement, as evidenced by Firm's written records;
- (b) is disclosed to Firm after acceptance of this Agreement by a third party who has a right to make such disclosure;
- (c) is publicly disclosed by Quest Diagnostics or otherwise becomes part of the public domain without violation of this Agreement by Firm.

9. During the term of this Agreement and forever thereafter, Firm shall not, directly or indirectly, use Confidential Information for any purpose other than in connection with providing the services set forth in this Agreement without Quest Diagnostics' prior written approval.

10. Firm shall return all Confidential Information which is in tangible form to Quest Diagnostics upon request by Quest Diagnostics. Otherwise, the firm will destroy the client file 8 years following the conclusion of the matter, consistent with Firm policy and ethical obligations.

11. Firm shall not disclose the existence of this Agreement or use the name of Quest Diagnostics in any publicity or advertising without Quest Diagnostics' prior written approval.

12. Firm shall not disclose to Quest Diagnostics any information which is proprietary to a third party.

INDEPENDENT CONTRACTOR.

13. It is understood that Firm's status under this Agreement is that of an independent contractor and that Firm is not to be considered as the agent or employee of Quest Diagnostics for any purposes whatsoever. Firm has no authority to enter into contracts or assume any obligations for or on behalf of Quest Diagnostics or to make any warranties or representations for or on behalf of Quest Diagnostics.

ASSIGNMENT.

14. This Agreement is personal in the nature of the services performed by Firm, and therefore Firm may not assign this Agreement, in whole or in part, to any third party, and any attempted assignment shall be null and void. Quest Diagnostics may assign this Agreement to any affiliate, parent or successor entity without the consent of Firm.

SEVERABILITY.

15. It is the intention of the parties that the provisions of this Agreement will be enforceable to the fullest extent permissible under applicable law and that the unenforceability of any provision or provisions of this Agreement by such law will not render unenforceable or impair the remainder of this Agreement. If any provision or provisions hereof are deemed to be invalid or unenforceable, either in whole or in part, this agreement will be deemed amended to delete or to modify, as necessary, the offending provision or provisions and to alter the bounds thereof in order to render it valid and enforceable.

WAIVER.

16. No waiver of any breach or failure by either party to enforce any of the terms or conditions of this Agreement at any time, in any manner, limit or waive such party's right thereafter to enforce and to compel strict compliance with every term and condition hereof.

NOTICE.

17. Any notice required to be given hereunder will be deemed to have been served properly, if mailed by Federal Express or equivalent courier, or certified or registered mail, postage prepaid, properly addressed and posted in a United States depository to the respective parties hereto at the following addresses:

If to Quest Diagnostics: Quest Diagnostics Incorporated
500 Plaza Drive
Secaucus, NJ 07094
Attn: David M. Reiner, Government Affairs

CC: General Counsel
Quest Diagnostics Incorporated
500 Plaza Drive
Secaucus, NJ 07094

If to Firm: All-Circo, Inc.
616 Enterprise Drive, Suite 102A
Oak Brook, IL 60523
Attn: John Kelly, Jr.

The Addresses for the purpose of this Paragraph may be changed only if by giving written notice of such change in the manner provided herein for giving notices.

ENTIRE AGREEMENT.

18. This Agreement constitutes the entire Agreement between Quest Diagnostics and Firm with respect to the subject matter hereof. No modification of this Agreement will have any force or effect unless such modification is in writing and signed by both parties. This supersedes any prior agreements between the parties.

HEADINGS.

19. The headings used in this Agreement are inserted only as a matter of convenience and in no way define, limit, or describe the scope of this Agreement or any provisions hereof.

(left intentionally blank)

If the foregoing accurately sets forth our understanding, please sign and date the enclosed copies of this Agreement in the space provided and return via email to Quest Diagnostics at Laura.J.Civello@QuestDiagnostics.com. We will send you a fully executed Agreement.

Very truly yours,

Quest Diagnostics Incorporated

By: Michael E. Prevoznik
Michael E. Prevoznik
Senior Vice President & General Counsel

ACCEPTED AND AGREED TO this 2 day of October, 2020:

All-Circo, Inc.

By:

Name:

Title:

John J. Kelly, Jr.

President