

SECURITIES AND EXCHANGE COMMISSION

FORM SC 13D

Schedule filed to report acquisition of beneficial ownership of 5% or more of a class of equity securities

Filing Date: **2006-05-08**
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([HTML Version](#) on [secdatabase.com](#))

SUBJECT COMPANY

DIAGNOSTIC PRODUCTS CORP

CIK: **702259** | IRS No.: **952802182** | State of Incorpor.: **CA** | Fiscal Year End: **1231**
Type: **SC 13D** | Act: **34** | File No.: **005-34645** | Film No.: **06815760**
SIC: **2835** In vitro & in vivo diagnostic substances

Mailing Address
5210 PACIFIC CONCOURSE
DRIVE
LOS ANGELES CA 90045

Business Address
5210 PACIFIC CONCOURSE
DRIVE
LOS ANGELES CA 90045
3106458200

FILED BY

SIEMENS AKTIENGESELLSCHAFT

CIK: **1135644** | IRS No.: **000000000** | State of Incorpor.: **I9** | Fiscal Year End: **0930**
Type: **SC 13D**
SIC: **4813** Telephone communications (no radiotelephone)

Mailing Address
WITTELSBACHERPLATZ 2
FEDERAL REPUBLIC OF
GERMANY
MUNICH I9 80333

Business Address
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D-80333 MUNICH
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OMB APPROVAL
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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934

Diagnostic Products Corporation
(Name of Issuer)

Common Stock, No Par Value Per Share
(Title of Class of Securities)

252450101
(CUSIP Number)

Kevin M. Royer
Siemens Corporation
153 East 53rd Street, 56th Floor
New York, NY 10022
(212) 258-4151

(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

Copy to:

Karl A. Roessner
Clifford Chance US LLP
31 West 52nd Street
New York, New York 10019
(212) 878-8335

April 26, 2006
(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

The information required in the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

Persons who respond to the collection of Information contained in this form are not required to respond unless the form displays a currently valid OMB control number.

(Continued on following pages)

(Page 1 of 16 Pages)

1. Name of Reporting Persons I.R.S. Identification Nos. of above person (entities only) **SIEMENS AKTIENGESELLSCHAFT**

2. Check the Appropriate Box if a Member of a Group

(a)

(b)

3. SEC Use Only

4. Source of Funds **Not applicable**

5. Check if Disclosure of Legal Proceedings is Required Pursuant to Item 2(d) or 2(e)

6. Citizenship or Place of Organization **Federal Republic of Germany**

Number of Shares	7. Sole Voting Power	0
Beneficially Owned by Each Reporting Person With:	8. Shared Voting Power	5,526,985
	9. Sole Dispositive Power	0
	10. Shared Dispositive Power	0
	11. Aggregate Amount Beneficially Owned by Each Reporting Person	5,526,985
	12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares	<input type="checkbox"/>
	13. Percent of Class Represented by Amount in Row (11)	18.7%⁽¹⁾
	14. Type of Reporting Person	CO

(1) Based on 29,582,667 shares of common stock issued and outstanding as of April 24, 2006, as set forth in Section 3.3 of the Merger Agreement (as defined in Item 4 below).

(Page 2 of 16 Pages)

1. Name of Reporting Persons I.R.S. Identification Nos. of above person (entities only) **SIEMENS MEDICAL SOLUTIONS USA, INC.**

2. Check the Appropriate Box if a Member of a Group

(a)

(b)

3. SEC Use Only

4. Source of Funds **Not applicable**

5. Check if Disclosure of Legal Proceedings is Required Pursuant to Item 2(d) or 2(e)

6. Citizenship or Place of Organization **Delaware**

Number of Shares Beneficially Owned by Each Reporting Person With:	7. Sole Voting Power	0
	8. Shared Voting Power	5,526,985
	9. Sole Dispositive Power	0
	10. Shared Dispositive Power	0
	11. Aggregate Amount Beneficially Owned by Each Reporting Person	5,526,985
	12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares	<input type="checkbox"/>
	13. Percent of Class Represented by Amount in Row (11)	18.7%⁽¹⁾
	14. Type of Reporting Person	CO

(1) Based on 29,582,667 shares of common stock issued and outstanding as of April 24, 2006, as set forth in Section 3.3 of the Merger Agreement (as defined in Item 4 below).

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Item 1. Securities and the Issuer

This statement on Schedule 13D relates to shares of common stock, no par value per share (the "Common Stock"), of Diagnostic Products Corporation (the "Issuer" or the "Company"), a corporation organized under the laws of the State of California, with its principal executive offices located at 5210 Pacific Concourse Drive, Los Angeles, CA 90045.

Item 2. Identity and Background

This statement is being filed jointly by Siemens Aktiengesellschaft, a corporation organized under the laws of the Federal Republic of Germany ("Siemens AG"), and Siemens Medical Solutions USA, Inc., a corporation organized under the laws of the State of Delaware ("Siemens Med US").

Siemens AG has its principal office at Wittelsbacherplatz 2, D-80333 Munich, Federal Republic of Germany. Siemens AG's business is based in electronics and electrical engineering with strong market positions in equipment for telecommunications and networking, industrial automation, power generation, medical diagnostics, rail transportation systems, automotive electronics, water technologies and lighting.

Siemens Med US has its principal office at 51 Valley Stream Parkway, Malvern, Pennsylvania, 19355. Siemens Med US is an indirect, wholly-owned subsidiary of Siemens AG and its principal business is the design, development, manufacture and marketing of medical diagnostic and therapeutic systems and devices and information technology systems for clinical and administrative purposes.

The directors and officers of Siemens AG and Siemens Med US are named on Schedules I and II, respectively, attached hereto. Schedules I and II set forth the following information with respect to each such person:

- i. name;
- ii. business address (or residence address where indicated);
- iii. present principal occupation or employment and the name, principal business and address of any corporation or other organization in which such employment is conducted; and
- iv. citizenship.

During the last five years, none of the Reporting Persons nor, to the best of each Reporting Person's knowledge, any person named in Schedule I or II attached hereto, has been (a) convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (b) a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

Item 3. Source and amount of Funds and Other Consideration

Concurrently with entering into the Merger Agreement (as defined below in Item 4), Siemens Med US has entered into Shareholder Agreements (the "Voting Agreements") with certain holders of the Company's Common Stock, as described in more detail below. The Voting Agreements were entered into as an inducement to Siemens Med US's willingness to enter into the Merger Agreement (as defined in Item 4 below), and Siemens Med US did not pay any consideration therefore.

Item 4. Purpose of the Transaction

Siemens Med US, Dresden Acquisition Corporation, a corporation organized under the laws of the State of California and a wholly-owned subsidiary of Siemens Med US (“Merger Sub”), and the Company have entered into an Agreement and Plan of Merger, dated as of April 26, 2006 (the “Merger Agreement”). The Merger Agreement provides, among other things, that as soon as practicable after the satisfaction of the conditions set forth in the Merger Agreement and in accordance with the relevant provisions of the California General Corporation Law (the “CGCL”), Merger Sub will be merged with and into the Company (the “Merger”), and that each outstanding share of the Company’s Common Stock (other than certain shares more fully described in the Merger Agreement) will be converted into the right to receive \$58.50 per share of the Company’s Common Stock in cash (the “Merger Consideration”), without interest, following the waiver or satisfaction of conditions set forth in the Merger Agreement, including obtaining the approval of the Company’s shareholders. As a result of the Merger, the separate corporate existence of Merger Sub shall cease and the Company will continue as the surviving corporation (the “Surviving Corporation”) and will become a wholly-owned subsidiary of Siemens Med US. If the transactions contemplated by the Merger Agreement are consummated, the shares of the Company’s Common Stock will be delisted from the New York Stock Exchange and deregistered under Section 12(g)(4) of the Securities Exchange Act of 1934.

Under the Merger Agreement, unless otherwise determined by Siemens Med US, from and after the effective time of the Merger (the “Effective Time”) the directors and officers as provided in the Merger Agreement shall be the initial directors and officers of the Surviving Corporation. Such persons shall serve as directors or hold office in accordance with the articles of incorporation and bylaws of the Surviving Corporation. Further, under the Merger Agreement, the articles of incorporation and bylaws of Merger Sub, as in existence immediately prior to the Effective Time, shall be the articles of incorporation and bylaws of the Surviving Corporation from and after the Effective Time unless and until amended in accordance with their terms and as provided by applicable law.

Concurrently with entering into the Merger Agreement, Siemens Med US entered into a Voting Agreement with each of Marilyn Ziering, Michael Ziering and Ira Ziering (each a “Shareholder” and, collectively, the “Shareholders”), each dated as of April 26, 2006, pursuant to which, among other things, each Shareholder has agreed to cause his or her shares of the Company’s Common Stock to be voted (i) in favor of the approval of the Merger Agreement and the Merger and (ii) against any Acquisition Proposal (as defined in the Voting Agreement) other than the Merger. Except as otherwise provided in the Voting Agreements, each Shareholder (i) has agreed not to sell, transfer, pledge, or otherwise dispose of any of his or her shares of the Company’s Common Stock or offer to make such a sale, transfer, pledge or other disposition; (ii) has waived and agreed not to exercise or assert any applicable appraisal rights under Chapter 13 of the CGCL in connection with the Merger; and (iii) has agreed to execute and deliver such other documents and instruments and take such further actions as are necessary in order to ensure that Siemens Med US receives the benefit of his or her respective Voting Agreement.

Each of the Voting Agreements terminates upon the earliest to occur of (i) the mutual written consent of Siemens Med US and the Shareholder; (ii) the Effective Time; (iii) the termination of the Merger Agreement in accordance with its terms; or (iv) an amendment to the Merger Agreement that reduces or otherwise changes the form of the Merger Consideration to which the Shareholders would have been entitled.

Pursuant to each of the Voting Agreements, the respective Shareholder appointed Siemens Med US as such Shareholder’s proxy to vote such Shareholder’s shares of the Company’s Common Stock at any meeting of shareholders of the Company or in other circumstances (i) in favor of the approval of the Merger Agreement and the Merger and (ii) against any Acquisition Proposal other than the Merger. Under the terms of each of the Voting Agreements, each respective Shareholder affirmed that his or her proxy is coupled with an interest and (subject to the terms of the Voting Agreement) may under no circumstances be revoked, and agreed not to enter into any agreement or commitment the effect of which would be inconsistent with or violative of the provisions of the Voting Agreement.

Except as indicated above, none of Siemens AG, Siemens Med US or, to the best knowledge of Siemens AG and Siemens Med US, any person named in Item 2 has any plans or proposals that relate to or would relate to or would result in any of the events, actions or conditions specified in paragraphs (a) through (j) of Item 4 of Schedule 13D.

References to and descriptions of the Merger Agreement and the Voting Agreements as set forth in this Item 4 are qualified in their entirety by reference to the Merger Agreement and the Voting Agreements. The Merger Agreement is filed as Exhibit 2.1 of the Issuer's Current Report on Form 8-K filed with the Securities and Exchange Commission on May 1, 2006 and is incorporated by reference in this Item 4. The Voting Agreements are attached as exhibits to this Schedule 13D and are incorporated by reference in this Item 4.

Item 5. Interest in Securities of the Issuer

Siemens Med US, pursuant to the Voting Agreements, has acquired the right to vote 5,526,985 shares of the Company's Common Stock, representing 18.7% of the outstanding shares of the Company's Common Stock as of April 24, 2006, in favor of the Merger (as described in Item 4) and, for the purposes of Rule 13d-3 promulgated under the Securities Exchange Act of 1934, Siemens AG and Siemens Med US may be deemed to beneficially own 5,526,985 shares of the Company's Common Stock, representing 18.7% of the outstanding shares of the Company's Common Stock as of April 24, 2006. Siemens AG, Siemens Med US and any person named in Item 2 disclaim beneficial ownership of such shares of the Company's Common Stock. Siemens Med US has power to vote or to direct the voting of 5,526,985 shares of the Company's Common Stock pursuant to the Voting Agreements as described in Item 4. Except as described in this Schedule 13D, to the best knowledge of Siemens AG and Siemens Med US, no person named in Item 2 beneficially owns any shares of the Company's Common Stock. Except as described in Item 4, during the past 60 days there have been no other transactions in the securities of the Issuer effected by Siemens AG, Siemens Med US or, to the best knowledge of Siemens AG and Siemens Med US, the other persons named in Item 2.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer

The Merger Agreement is filed as Exhibit 2.1 of the Issuer's Current Report on Form 8-K filed with the Securities and Exchange Commission on May 1, 2006 and is incorporated herein by reference. The Voting Agreements are attached as exhibits to this Schedule 13D. The summaries of such agreements contained in this Schedule 13D are qualified in their entirety by reference to such agreements.

Except as provided in the Merger Agreement and the Voting Agreements or as otherwise described in this Schedule 13D, to the best knowledge of Siemens AG and Siemens Med US, there is no contract, arrangement, understanding or relationship (legal or otherwise) among the persons named in Item 2 and between such persons and any person with respect to any securities of the Issuer, including, but not limited to, any contract, arrangement, understanding or relationship concerning the transfer or voting of such securities, finder's fees, joint ventures, loan loss, guarantees of profits, division of profits or loss or the giving or withholding of proxies.

Item 7. Material To Be Filed as Exhibits

Exhibit Number	Description of Exhibit
1	Agreement and Plan of Merger, dated as of April 26, 2006, by and among Siemens Medical Solutions USA, Inc., Dresden Acquisition Corporation and Diagnostic Products Corporation (incorporated by reference to Exhibit 2.1 of Diagnostic Products Corporation' s Current Report on Form 8-K filed with the Securities and Exchange Commission on May 1, 2006).
2	Shareholder Agreement, dated as of April 26, 2006, by and between Siemens Medical Solutions USA, Inc. and Marilyn Ziering.
3	Shareholder Agreement, dated as of April 26, 2006, by and between Siemens Medical Solutions USA, Inc. and Michael Ziering.
4	Shareholder Agreement, dated as of April 26, 2006, by and between Siemens Medical Solutions USA, Inc. and Ira Ziering.
5	Joint Filing Agreement, dated as of May 8, 2006, by and between Siemens AG and Siemens Medical Solutions USA, Inc.

SIGNATURES

After reasonable inquiry and to the best of their knowledge and belief, the undersigned certify that the information set forth in this statement is true, complete and correct.

Dated May 8, 2006

SIEMENS AKTIENGESELLSCHAFT

By: /s/ Lothar Wilisch

Name: Lothar Wilisch

Title: Head of Capital Markets

By: /s/ Dr. Werner Schick

Name: Dr. Werner Schick

Title: Senior Counsel

SIEMENS MEDICAL SOLUTIONS USA, INC.

By: /s/ Georg Obermeyer

Name: Georg Obermeyer

Title: Executive Vice President, CFO & Treasurer

By: /s/ James R. Ruger

Name: James R. Ruger, Ph.D

Title: Secretary

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SCHEDULE I

The name, position and citizenship of each director and executive officer of Siemens AG are set forth below.

SIEMENS AKTIENGESELLSCHAFT MANAGING BOARD

<u>Name and Citizenship</u>	<u>Position with Siemens AG and Principal Occupation</u>	<u>Business Address</u>
Dr. Klaus Kleinfeld* Federal Republic of Germany	President and CEO	Siemens AG Wittelsbacherplatz 2 D-80333 Munich Germany
Johannes Feldmayer* Federal Republic of Germany	Executive Vice-President	Siemens AG Wittelsbacherplatz 2 D-80333 Munich Germany
Dr. Thomas Ganswindt* Federal Republic of Germany	Executive Vice-President	Siemens AG Wittelsbacherplatz 2 D-80333 Munich Germany
Joe Kaeser* Federal Republic of Germany	Executive Vice-President and CFO	Siemens AG Wittelsbacherplatz 2 D-80333 Munich Germany
Prof. Dr. Edward G. Krbasik* Federal Republic of Germany	Executive Vice-President	Siemens AG Wittelsbacherplatz 2 D-80333 Munich Germany
Rudi Lamprecht* Federal Republic of Germany	Executive Vice-President	Siemens AG Wittelsbacherplatz 2 D-80333 Munich Germany
Eduardo Montes Spain	Senior Vice-President	Siemens AG Wittelsbacherplatz 2 D-80333 Munich Germany
Dr. Jürgen Radomski* Federal Republic of Germany	Executive Vice-President	Siemens AG Wittelsbacherplatz 2 D-80333 Munich Germany

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<u>Name and Citizenship</u>	<u>Position with Siemens AG and Principal Occupation</u>	<u>Business Address</u>
Prof. Dr. Erich R. Reinhardt Federal Republic of Germany	Senior Vice-President	Siemens AG Wittelsbacherplatz 2 D-80333 Munich Germany
Dr. Hermann Requardt Federal Republic of Germany	Senior Vice-President	Siemens AG Wittelsbacherplatz 2 D-80333 Munich Germany
Dr. Uriel J. Sharef* Federal Republic of Germany	Executive Vice-President	Siemens AG Wittelsbacherplatz 2 D-80333 Munich Germany
Prof. Dr. Claus Weyrich Federal Republic of Germany	Senior Vice-President	Siemens AG Wittelsbacherplatz 2 D-80333 Munich Germany
Prof. Dr. Klaus Wucherer* Federal Republic of Germany	Executive Vice-President	Siemens AG Wittelsbacherplatz 2 D-80333 Munich Germany

* Member of the Corporate Executive Committee of the Managing Board.

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SIEMENS AKTIENGESELLSCHAFT SUPERVISORY BOARD

<u>Name and Citizenship</u>	<u>Position with Siemens AG (if any) and Principal Occupation</u>	<u>Business Address</u>
Prof. Dr. Heinrich v. Pierer Federal Republic of Germany	Chairman of the Supervisory Board, Siemens AG	Siemens AG Wittelsbacherplatz 2 D-80333 Munich Germany
Ralf Heckmann Federal Republic of Germany	First Deputy Chairman of the Supervisory Board, Siemens AG Chairman of the Central Works Council, Siemens AG	Siemens AG c/o Chairman of the Supervisory Board Wittelsbacherplatz 2 D-80333 Munich Germany
Dr. Josef Ackermann Switzerland	Second Deputy Chairman of the Supervisory Board, Siemens AG Chairman of the Management Board, Deutsche Bank AG	Siemens AG c/o Chairman of the Supervisory Board Wittelsbacherplatz 2 D-80333 Munich Germany
Lothar Adler Federal Republic of Germany	Deputy Chairman of the Central Works Council, Siemens AG	Siemens AG c/o Chairman of the Supervisory Board Wittelsbacherplatz 2 D-80333 Munich Germany
Gerhard Bieletzki Federal Republic of Germany	Chairman of the Works Council, Siemens AG, Dortmund facility	Siemens AG c/o Chairman of the Supervisory Board Wittelsbacherplatz 2 D-80333 Munich Germany
John David Coombe United Kingdom	Chartered Accountant (FCA)	Siemens AG c/o Chairman of the Supervisory Board Wittelsbacherplatz 2 D-80333 Munich Germany
Hildegard Cornudet Federal Republic of Germany	Chairperson of the Central Works Council, Siemens Business Services GmbH & Co. OHG	Siemens AG c/o Chairman of the Supervisory Board Wittelsbacherplatz 2 D-80333 Munich Germany

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<u>Name and Citizenship</u>	<u>Position with Siemens AG (if any) and Principal Occupation</u>	<u>Business Address</u>
Dr. Gerhard Cromme Federal Republic of Germany	Chairman of the Supervisory Board, ThyssenKrupp AG	Siemens AG c/o Chairman of the Supervisory Board Wittelsbacherplatz 2 D-80333 Munich Germany
Birgit Grube Federal Republic of Germany	Office clerk, Siemens AG	Siemens AG c/o Chairman of the Supervisory Board Wittelsbacherplatz 2 D-80333 Munich Germany
Heinz Hawreliuk Federal Republic of Germany	Head of the Company Codetermination Department, IG Metall	Siemens AG c/o Chairman of the Supervisory Board Wittelsbacherplatz 2 D-80333 Munich Germany
Berthold Huber Federal Republic of Germany	Deputy Chairman, IG Metall	Siemens AG c/o Chairman of the Supervisory Board Wittelsbacherplatz 2 D-80333 Munich Germany
Prof. Dr. Walter Kröll Federal Republic of Germany	Consultant	Siemens AG c/o Chairman of the Supervisory Board Wittelsbacherplatz 2 D-80333 Munich Germany
Wolfgang Müller Federal Republic of Germany	Head of Siemens team, IG Metall	Siemens AG c/o Chairman of the Supervisory Board Wittelsbacherplatz 2 D-80333 Munich Germany
Georg Nassauer Federal Republic of Germany	Chairman of the Combined Works Council, Siemens AG	Siemens AG c/o Chairman of the Supervisory Board Wittelsbacherplatz 2 D-80333 Munich Germany

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<u>Name and Citizenship</u>	<u>Position with Siemens AG (if any) and Principal Occupation</u>	<u>Business Address</u>
Thomas Rackow Federal Republic of Germany	Industrial manager, Siemens AG	Siemens AG c/o Chairman of the Supervisory Board Wittelsbacherplatz 2 D-80333 Munich Germany
Dr. Albrecht Schmidt Federal Republic of Germany	Managing Bank Director (ret.)	Siemens AG c/o Chairman of the Supervisory Board Wittelsbacherplatz 2 D-80333 Munich Germany
Dr. Henning Schulte-Noelle Federal Republic of Germany	Chairman of the Supervisory Board, Allianz AG	Siemens AG c/o Chairman of the Supervisory Board Wittelsbacherplatz 2 D-80333 Munich Germany
Peter von Siemens Federal Republic of Germany	Industrial manager	Siemens AG c/o Chairman of the Supervisory Board Wittelsbacherplatz 2 D-80333 Munich Germany
Jerry I. Speyer USA	President, TishmanSpeyer Properties	Siemens AG c/o Chairman of the Supervisory Board Wittelsbacherplatz 2 D-80333 Munich Germany
Lord Iain Vallance of Tummel United Kingdom	Chairman, Nations Healthcare Ltd.	Siemens AG c/o Chairman of the Supervisory Board Wittelsbacherplatz 2 D-80333 Munich Germany

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SCHEDULE II

The name, position and citizenship of the members of the board of directors and the executive officers of Siemens Medical Solutions USA, Inc. are set forth below.

<u>Name and Citizenship</u>	<u>Principal Occupation/ Employment</u>	<u>Business Address</u>
Prof. Dr. Erich R. Reinhardt* Federal Republic of Germany	Senior Vice-President, Siemens AG Chairman of the Board of Directors, Siemens Medical Solutions USA, Inc.	Siemens AG Wittelsbacherplatz 2 D-80333 Munich Germany
Thomas N. McCausland* USA	President and CEO, Customer Solutions Group, Siemens Medical Solutions USA, Inc.	Siemens Medical Solutions USA, Inc. 51 Valley Stream Parkway Malvern, PA 19355
Thomas Miller* USA	President, Health Services, Siemens Medical Solutions USA, Inc.	Siemens Medical Solutions Health Services Corporation 51 Valley Stream Parkway, MS-J16 Malvern, PA 19355
George Nolen* USA	President and CEO, Siemens Corporation	Siemens Corporation 153 East 53rd Street New York, NY 10022
Michael Reitermann* Federal Republic of Germany	President, Nuclear Medicine Group, Siemens Medical Solutions USA, Inc.	Siemens Medical Solutions USA, Inc. (Medical Technology) 2501 North Barrington Road Hoffman Estates, IL 60195
Hermann Requardt* Federal Republic of Germany	Senior Vice-President, Siemens AG	Siemens AG Wittelsbacherplatz 2 D-80333 Munich Germany
Ajit Singh* USA	President, Oncology Care Systems Group, Siemens Medical Solutions USA, Inc.	Siemens Medical Solutions USA, Inc. 4040 Nelson Avenue Concord, CA 94520-1271
Klaus Stegemann* Federal Republic of Germany	Chief Financial Officer, Siemens Medical Solutions Group of Siemens AG	Siemens AG Henkestrasse 127 D-91050 Erlangen Germany

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<u>Name and Citizenship</u>	<u>Principal Occupation/ Employment</u>	<u>Business Address</u>
Heribert Stumpf* Federal Republic of Germany	Executive Vice President and CFO, Siemens Corporation	Siemens Corporation 153 East 53rd Street New York, NY 10022
Georg Obermeyer Federal Republic of Germany	Executive Vice President, CFO & Treasurer, Siemens Medical Solutions USA, Inc.	Siemens Medical Solutions USA, Inc. 51 Valley Stream Parkway Malvern, PA 19355
Klaus Hambuechen Federal Republic of Germany	President, Ultrasound Division, Siemens Medical Solutions USA, Inc.	Siemens Medical Solutions USA, Inc. 1230 Shorebird Way Mountain View, CA 94043
James R. Ruger, Ph.D. USA	Secretary, Siemens Medical Solutions USA, Inc.	Siemens Medical Solutions USA, Inc. 51 Valley Stream Parkway Malvern, PA 19355
Anthonie Goudemond USA	Vice President, Human Resources, Siemens Medical Solutions USA, Inc.	Siemens Medical Solutions USA, Inc. 51 Valley Stream Parkway Malvern, PA 19355

* Director of Siemens Medical Solutions USA, Inc.

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INDEX TO EXHIBITS

<u>Exhibit Number</u>	<u>Description</u>
1	Agreement and Plan of Merger, dated as of April 26, 2006, by and among Siemens Medical Solutions USA, Inc., Dresden Acquisition Corporation and Diagnostic Products Corporation (incorporated by reference to Exhibit 2.1 of Diagnostic Products Corporation' s Current Report on Form 8-K filed with the Securities and Exchange Commission on May 1, 2006).
2	Shareholder Agreement, dated as of April 26, 2006, by and between Siemens Medical Solutions USA, Inc. and Marilyn Ziering.
3	Shareholder Agreement, dated as of April 26, 2006, by and between Siemens Medical Solutions USA, Inc. and Michael Ziering.
4	Shareholder Agreement, dated as of April 26, 2006, by and between Siemens Medical Solutions USA, Inc. and Ira Ziering.
5	Joint Filing Agreement, dated as of May 8, 2006, by and between Siemens AG and Siemens Medical Solutions USA, Inc.

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**SHAREHOLDER AGREEMENT
(Voting)**

This SHAREHOLDER AGREEMENT (this "Agreement"), dated as of April 26, 2006, is by and between Siemens Medical Solutions USA, Inc., a Delaware corporation (the "Purchaser") and each of the shareholder(s) set forth in the signature pages hereto (each, a "Shareholder" and collectively, the "Shareholders").

WITNESSETH:

WHEREAS, concurrently herewith, Purchaser, Dresden Acquisition Corporation, a California corporation ("Merger Sub"), and Diagnostic Products Corporation, a California corporation (the "Company") are entering into an Agreement and Plan of Merger (as such agreement may hereafter be amended from time to time, the "Merger Agreement");

WHEREAS, each Shareholder is the beneficial owner of the number of shares of Company Common Stock set forth opposite such person's name on Schedule I (the "Shares");

WHEREAS, the Company Shareholders' Approval is required to consummate the Merger; and

WHEREAS, the board of directors of the Company has, prior to the execution of this Agreement, by resolution duly adopted by unanimous vote at a meeting duly called and held and at which all directors were present, which resolution has not subsequently been rescinded or modified in any manner whatsoever, (i) determined that the Merger Agreement and the Merger are fair to and in the best interests of the shareholders of the Company, (ii) approved the Merger Agreement and the transactions contemplated thereby, including the Merger, and (iii) resolved to recommend that holders of shares of the Company Common Stock approve the Merger Agreement and the Merger.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, representations, warranties, respective covenants and agreements of the parties contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, the parties hereto, intending to be legally bound hereby, agree as follows:

**ARTICLE I
CERTAIN DEFINITIONS**

Section 1.1 DEFINED TERMS. Terms used in this Agreement and not otherwise defined herein shall have the respective meanings ascribed to such terms in the Merger Agreement.

**ARTICLE II
VOTING AGREEMENT**

Section 2.1 GRANT OF PROXY; AGREEMENT TO VOTE. Upon the terms and subject to the conditions hereof, each Shareholder hereby grants with respect to the Shares owned by such Shareholder, in addition to any shares of Company Common Stock acquired by Shareholder after the date hereof, an irrevocable proxy to the Purchaser (and agrees to execute such documents or certificates evidencing such proxy as the Purchaser may reasonably request) to vote, at any meeting of the Company's shareholders, or in connection with any written consent of the Company's shareholders, (i) in favor of the approval of the Merger Agreement and the Merger and (ii) against any Acquisition Proposal, other than the Merger. Each Shareholder further agrees to cause all Shares owned by such Shareholder, in addition to any shares of Company Common Stock acquired by Shareholder after the date hereof, to be voted in accordance with the foregoing. This proxy is coupled with an interest and until this Agreement is terminated pursuant to Section 5.1 hereof is irrevocable. Upon the execution of this Agreement by a Shareholder, such Shareholder hereby revokes any and all other proxies (other than the proxy granted herein) given by such Shareholder with respect to the subject matter hereof. Each Shareholder acknowledges receipt and review of a copy of the Merger Agreement. Each Shareholder agrees not to enter into any agreement or commitment with any Person, the effect of which would be inconsistent with or violative of the provisions and agreements contained in this Article II.

**ARTICLE III
REPRESENTATIONS AND WARRANTIES**

Section 3.1 REPRESENTATIONS AND WARRANTIES OF SHAREHOLDER. Each Shareholder represents and warrants to the Purchaser that (i) such Shareholder is the direct or indirect beneficial owner of the Shares set forth opposite such Shareholder's name on Schedule I, (ii) this Agreement has been duly executed and delivered by such Shareholder, and (iii) this Agreement constitutes the valid and binding agreement of such Shareholder, enforceable against such Shareholder in accordance with its terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium, and similar laws relating to or affecting creditors' rights generally and general equitable principles (whether considered in a proceeding in equity or at law), in each case now or hereafter in effect.

Section 3.2 REPRESENTATIONS AND WARRANTIES OF PURCHASER. The Purchaser represents and warrants to Shareholders that (i) this Agreement has been duly executed and delivered by the Purchaser, and (ii) this Agreement constitutes the valid and binding agreement of the Purchaser, enforceable against the Purchaser in accordance with its terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium, and similar laws relating to or affecting creditors' rights generally and general equitable principles (whether considered in a proceeding in equity or at law), in each case now or hereafter in effect.

**ARTICLE IV
COVENANTS**

Section 4.1 COVENANTS OF THE SHAREHOLDERS. Each Shareholder covenants and agrees with the Purchaser that, during the period commencing on the date hereof and ending on the date this Agreement is terminated under Section 5.1 hereof:

(a) Shareholder shall not sell, transfer, pledge, or dispose of any Shares or offer to make such a sale, transfer, pledge or other disposition (collectively, "Transfer") to any Person; provided that this Section 4.1(a) shall not prohibit a Transfer of Shares by a Shareholder (i) if Shareholder is an individual, (ii) to any member of Shareholder's immediate family, or to a trust for the benefit of Shareholder or any member of Shareholder's immediate family, (iii) upon the death of Shareholder, or (iv) if Shareholder is a partnership or limited liability company, to one or more partners or members of Shareholder or to an affiliated corporation under common control with Shareholder; provided that a Transfer referred to in this sentence shall be permitted only if, as a precondition to such Transfer, the transferee agrees in a writing, reasonably satisfactory in form and substance to Purchaser, to be bound by the terms of this Agreement.

(b) Shareholder waives, and agrees not to exercise or assert, any applicable appraisal rights under Chapter 13 of the California General Corporation Law in connection with the Merger.

(c) Shareholder shall execute and deliver such other documents and instruments and take such further actions as are necessary in order to ensure that the Purchaser receives the benefit of this Agreement.

ARTICLE V TERMINATION

Section 5.1 TERMINATION. This Agreement shall terminate and be of no further force or effect upon the earliest to occur of (i) the mutual written consent of the Purchaser and the Shareholder, (ii) the Effective Time, (iii) the termination of the Merger Agreement in accordance with its terms, or (iv) an amendment to the Merger Agreement that reduces or otherwise changes the form of the Merger Consideration to which the Shareholders would have been entitled.

Section 5.2 EFFECT OF TERMINATION. In the event of any termination of this Agreement, this Agreement (other than Article VI) shall become void and of no effect with no liability on the part of any party hereto; provided that no such termination shall relieve any party hereto from liability for any willful breach of this Agreement prior to termination thereof.

ARTICLE VI GENERAL

Section 6.1 NOTICES. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given to a party if delivered in person or sent by overnight delivery (providing proof of delivery) to the parties at the following addresses (or at such other address for a party as shall be specified by like notice) on the date of delivery, or if by facsimile, upon confirmation of receipt:

If to the Purchaser: Siemens Medical Solutions USA, Inc.
51 Valley Stream Parkway
Malvern, Pennsylvania 19355
Facsimile No: (610) 448-1710
Attention: Secretary

with a copy to: Siemens Corporation
153 East 53rd Street, 56th Floor
New York, New York 10022
Facsimile No: (212) 258-4490
Attention: General Counsel

With a copy
(which shall not
constitute notice) to: Clifford Chance US LLP
31 West 52nd Street
New York, New York 10019
Attention: John A. Healy
Karl A. Roessner
Telephone: 212-878-8000
Telecopier: 212-878-8375

If to the
Shareholders: Diagnostics Products Corporation
5210 Pacific Concourse Drive
Los Angeles, California 90045
Attention: Marilyn Ziering
Telecopier: (310) 645-9999

With a copy
(which shall not
constitute notice) to: O' Melveny & Myers LLP
400 South Hope Street
Los Angeles, California 90071
Attention: C. James Levin
Telephone: 213-430-6000
Telecopier: 213-430-6407

Section 6.2 NO THIRD-PARTY BENEFICIARIES. Nothing in this Agreement, whether express or implied, is intended to or shall confer any rights, benefits or remedies under or by reason of this Agreement on any persons other than the parties and their respective successors and permitted assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third person to any party, nor shall any provisions give any third person any right or subrogation over or action against any party.

Section 6.3 GOVERNING LAW. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California, without giving effect to the conflicts of law provisions thereof. Each party waives any right to a trial by jury in any action to enforce or defend any right under this Agreement or any amendment, instrument, document or agreement delivered, or which in the future may be delivered, in connection with this Agreement and agrees that any action shall be tried before a court and not before a jury.

Section 6.4 ASSIGNMENT; SUCCESSORS. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties and their respective successors and permitted assigns. No party to this Agreement may assign its rights or delegate its obligations under this Agreement, whether by operation of law or otherwise, to any other person without the express prior written consent of the other party hereto. Any such assignment or transfer made without the prior written consent of the other party hereto shall be null and void.

Section 6.5 AMENDMENTS; WAIVERS. Subject to applicable law, this Agreement may only be amended pursuant to a written agreement executed by all the parties, and no waiver of compliance with any provision or condition of this Agreement and no consent provided for in this Agreement shall be effective unless evidenced by a written instrument executed by the party against whom such waiver or consent is to be effective. No waiver of any term or provision of this Agreement shall be construed as a further or continuing waiver of such term or provision or any other term or provision.

Section 6.6 ENTIRE AGREEMENT. This Agreement constitutes the entire agreement of all the parties and supersedes any and all prior and contemporaneous agreements, memoranda, arrangements and understandings, both written and oral, between the parties, or either of them, with respect to the subject matter hereof. No representation, warranty, promise, inducement or statement of intention has been made by any party which is not contained in this Agreement and no party shall be bound by, or be liable for, any alleged representation, promise, inducement or statement of intention not contained herein or therein.

Section 6.7 COUNTERPARTS. To facilitate execution, this Agreement may be executed in any number of counterparts (including by facsimile transmission), each of which shall be deemed to be an original, but all of which together shall constitute one binding agreement on the parties, notwithstanding that not all parties are signatories to the same counterpart.

Section 6.8 SPECIFIC PERFORMANCE. The parties agree that irreparable damage would occur in the event any of the provisions of this Agreement were not performed in accordance with the terms hereof and that the parties are entitled to specific performance of the terms hereof in addition to any other remedies at law or in equity.

Section 6.9 SHAREHOLDER CAPACITY. By executing and delivering this Agreement, the Shareholder makes no agreement or understanding herein in his or her capacity or actions as a director, officer or employee of the Company. The Shareholder is signing and entering into this Agreement solely in his, her or its capacity as the beneficial owner of the Shares, and nothing herein shall limit or affect in any way any actions that may be hereafter taken by him or her in his or her capacity as an employee, officer or director of the Company or in any other capacity.

Section 6.10 HEADINGS; CONSTRUCTION. The Article, Section and paragraph headings contained in this Agreement are for reference purposes only and do not form a part of this Agreement and do not in any way modify, interpret or construe the intentions of the parties. As used in this Agreement, unless otherwise provided to the contrary, (a) all references to days or months shall be deemed references to calendar days or months and (b) any reference to a "Section" or "Article" shall be deemed to refer to a section or article of this Agreement. The words "hereof," "herein" and "hereunder" and words of similar import referring to this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." Unless otherwise specifically provided for herein, the term "or" shall not be deemed to be exclusive.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, the parties have duly executed this Shareholder Agreement as of the date first above written.

SIEMENS MEDICAL SOLUTIONS USA, INC.

By: /s/ ERICH R. REINHARDT
Name: Prof. Dr. Erich R. Reinhardt
Title: Chairman

By: /s/ GEORG OBERMEYER
Name: Georg Obermeyer
Title: Chief Financial Officer

SHAREHOLDER:

/s/ MARILYN ZIERING

Marilyn Ziering, individually and as trustee

SCHEDULE I

<u>Name and Address of Shareholder</u>	<u>Shares</u>	
Marilyn Ziering c/o	4,756,152	(By Trust)
Diagnostics Products Corporation	3,956	(By 401k)
5210 Pacific Concourse Drive	4,886	(By 401k of
Los Angeles, California 90045		Deceased Husband)

Schedule I-1

**SHAREHOLDER AGREEMENT
(Voting)**

This SHAREHOLDER AGREEMENT (this "Agreement"), dated as of April 26, 2006, is by and between Siemens Medical Solutions USA, Inc., a Delaware corporation (the "Purchaser") and each of the shareholder(s) set forth in the signature pages hereto (each, a "Shareholder" and collectively, the "Shareholders").

WITNESSETH:

WHEREAS, concurrently herewith, Purchaser, Dresden Acquisition Corporation, a California corporation ("Merger Sub"), and Diagnostic Products Corporation, a California corporation (the "Company") are entering into an Agreement and Plan of Merger (as such agreement may hereafter be amended from time to time, the "Merger Agreement");

WHEREAS, each Shareholder is the beneficial owner of the number of shares of Company Common Stock set forth opposite such person's name on Schedule I (the "Shares");

WHEREAS, the Company Shareholders' Approval is required to consummate the Merger; and

WHEREAS, the board of directors of the Company has, prior to the execution of this Agreement, by resolution duly adopted by unanimous vote at a meeting duly called and held and at which all directors were present, which resolution has not subsequently been rescinded or modified in any manner whatsoever, (i) determined that the Merger Agreement and the Merger are fair to and in the best interests of the shareholders of the Company, (ii) approved the Merger Agreement and the transactions contemplated thereby, including the Merger, and (iii) resolved to recommend that holders of shares of the Company Common Stock approve the Merger Agreement and the Merger.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, representations, warranties, respective covenants and agreements of the parties contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, the parties hereto, intending to be legally bound hereby, agree as follows:

**ARTICLE I
CERTAIN DEFINITIONS**

Section 1.1 DEFINED TERMS. Terms used in this Agreement and not otherwise defined herein shall have the respective meanings ascribed to such terms in the Merger Agreement.

**ARTICLE II
VOTING AGREEMENT**

Section 2.1 GRANT OF PROXY; AGREEMENT TO VOTE. Upon the terms and subject to the conditions hereof, each Shareholder hereby grants with respect to the Shares owned by such Shareholder, in addition to any shares of Company Common Stock acquired by Shareholder after the date hereof, an irrevocable proxy to the Purchaser (and agrees to execute such documents or certificates evidencing such proxy as the Purchaser may reasonably request) to vote, at any meeting of the Company's shareholders, or in connection with any written consent of the Company's shareholders, (i) in favor of the approval of the Merger Agreement and the Merger and (ii) against any Acquisition Proposal, other than the Merger. Each Shareholder further agrees to cause all Shares owned by such Shareholder, in addition to any shares of Company Common Stock acquired by Shareholder after the date hereof, to be voted in accordance with the foregoing. This proxy is coupled with an interest and until this Agreement is terminated pursuant to Section 5.1 hereof is irrevocable. Upon the execution of this Agreement by a Shareholder, such Shareholder hereby revokes any and all other proxies (other than the proxy granted herein) given by such Shareholder with respect to the subject matter hereof. Each Shareholder acknowledges receipt and review of a copy of the Merger Agreement. Each Shareholder agrees not to enter into any agreement or commitment with any Person, the effect of which would be inconsistent with or violative of the provisions and agreements contained in this Article II.

**ARTICLE III
REPRESENTATIONS AND WARRANTIES**

Section 3.1 REPRESENTATIONS AND WARRANTIES OF SHAREHOLDER. Each Shareholder represents and warrants to the Purchaser that (i) such Shareholder is the direct or indirect beneficial owner of the Shares set forth opposite such Shareholder's name on Schedule I, (ii) this Agreement has been duly executed and delivered by such Shareholder, and (iii) this Agreement constitutes the valid and binding agreement of such Shareholder, enforceable against such Shareholder in accordance with its terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium, and similar laws relating to or affecting creditors' rights generally and general equitable principles (whether considered in a proceeding in equity or at law), in each case now or hereafter in effect.

Section 3.2 REPRESENTATIONS AND WARRANTIES OF PURCHASER. The Purchaser represents and warrants to Shareholders that (i) this Agreement has been duly executed and delivered by the Purchaser, and (ii) this Agreement constitutes the valid and binding agreement of the Purchaser, enforceable against the Purchaser in accordance with its terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium, and similar laws relating to or affecting creditors' rights generally and general equitable principles (whether considered in a proceeding in equity or at law), in each case now or hereafter in effect.

**ARTICLE IV
COVENANTS**

Section 4.1 COVENANTS OF THE SHAREHOLDERS. Each Shareholder covenants and agrees with the Purchaser that, during the period commencing on the date hereof and ending on the date this Agreement is terminated under Section 5.1 hereof:

(a) Shareholder shall not sell, transfer, pledge, or dispose of any Shares or offer to make such a sale, transfer, pledge or other disposition (collectively, "Transfer") to any Person; provided that this Section 4.1(a) shall not prohibit a Transfer of Shares by a Shareholder (i) if Shareholder is an individual, (ii) to any member of Shareholder's immediate family, or to a trust for the benefit of Shareholder or any member of Shareholder's immediate family, (iii) upon the death of Shareholder, or (iv) if Shareholder is a partnership or limited liability company, to one or more partners or members of Shareholder or to an affiliated corporation under common control with Shareholder; provided that a Transfer referred to in this sentence shall be permitted only if, as a precondition to such Transfer, the transferee agrees in a writing, reasonably satisfactory in form and substance to Purchaser, to be bound by the terms of this Agreement.

(b) Shareholder waives, and agrees not to exercise or assert, any applicable appraisal rights under Chapter 13 of the California General Corporation Law in connection with the Merger.

(c) Shareholder shall execute and deliver such other documents and instruments and take such further actions as are necessary in order to ensure that the Purchaser receives the benefit of this Agreement.

ARTICLE V TERMINATION

Section 5.1 TERMINATION. This Agreement shall terminate and be of no further force or effect upon the earliest to occur of (i) the mutual written consent of the Purchaser and the Shareholder, (ii) the Effective Time, (iii) the termination of the Merger Agreement in accordance with its terms, or (iv) an amendment to the Merger Agreement that reduces or otherwise changes the form of the Merger Consideration to which the Shareholders would have been entitled.

Section 5.2 EFFECT OF TERMINATION. In the event of any termination of this Agreement, this Agreement (other than Article VI) shall become void and of no effect with no liability on the part of any party hereto; provided that no such termination shall relieve any party hereto from liability for any willful breach of this Agreement prior to termination thereof.

ARTICLE VI GENERAL

Section 6.1 NOTICES. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given to a party if delivered in person or sent by overnight delivery (providing proof of delivery) to the parties at the following addresses (or at such other address for a party as shall be specified by like notice) on the date of delivery, or if by facsimile, upon confirmation of receipt:

If to the Purchaser: Siemens Medical Solutions USA, Inc.
51 Valley Stream Parkway
Malvern, Pennsylvania 19355
Facsimile No: (610) 448-1710
Attention: Secretary

with a copy to: Siemens Corporation
153 East 53rd Street, 56th Floor
New York, New York 10022
Facsimile No: (212) 258-4490
Attention: General Counsel

With a copy
(which shall not
constitute notice) to: Clifford Chance US LLP
31 West 52nd Street
New York, New York 10019
Attention: John A. Healy
Karl A. Roessner
Telephone: 212-878-8000
Telecopier: 212-878-8375

If to the
Shareholders: Diagnostics Products Corporation
5210 Pacific Concourse Drive
Los Angeles, California 90045
Attention: Michael Ziering
Telecopier: (310) 645-9999

With a copy
(which shall not
constitute notice) to: O' Melveny & Myers LLP
400 South Hope Street
Los Angeles, California 90071
Attention: C. James Levin
Telephone: 213-430-6000
Telecopier: 213-430-6407

Section 6.2 NO THIRD-PARTY BENEFICIARIES. Nothing in this Agreement, whether express or implied, is intended to or shall confer any rights, benefits or remedies under or by reason of this Agreement on any persons other than the parties and their respective successors and permitted assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third person to any party, nor shall any provisions give any third person any right or subrogation over or action against any party.

Section 6.3 GOVERNING LAW. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California, without giving effect to the conflicts of law provisions thereof. Each party waives any right to a trial by jury in any action to enforce or defend any right under this Agreement or any amendment, instrument, document or agreement delivered, or which in the future may be delivered, in connection with this Agreement and agrees that any action shall be tried before a court and not before a jury.

Section 6.4 ASSIGNMENT; SUCCESSORS. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties and their respective successors and permitted assigns. No party to this Agreement may assign its rights or delegate its obligations under this Agreement, whether by operation of law or otherwise, to any other person without the express prior written consent of the other party hereto. Any such assignment or transfer made without the prior written consent of the other party hereto shall be null and void.

Section 6.5 AMENDMENTS; WAIVERS. Subject to applicable law, this Agreement may only be amended pursuant to a written agreement executed by all the parties, and no waiver of compliance with any provision or condition of this Agreement and no consent provided for in this Agreement shall be effective unless evidenced by a written instrument executed by the party against whom such waiver or consent is to be effective. No waiver of any term or provision of this Agreement shall be construed as a further or continuing waiver of such term or provision or any other term or provision.

Section 6.6 ENTIRE AGREEMENT. This Agreement constitutes the entire agreement of all the parties and supersedes any and all prior and contemporaneous agreements, memoranda, arrangements and understandings, both written and oral, between the parties, or either of them, with respect to the subject matter hereof. No representation, warranty, promise, inducement or statement of intention has been made by any party which is not contained in this Agreement and no party shall be bound by, or be liable for, any alleged representation, promise, inducement or statement of intention not contained herein or therein.

Section 6.7 COUNTERPARTS. To facilitate execution, this Agreement may be executed in any number of counterparts (including by facsimile transmission), each of which shall be deemed to be an original, but all of which together shall constitute one binding agreement on the parties, notwithstanding that not all parties are signatories to the same counterpart.

Section 6.8 SPECIFIC PERFORMANCE. The parties agree that irreparable damage would occur in the event any of the provisions of this Agreement were not performed in accordance with the terms hereof and that the parties are entitled to specific performance of the terms hereof in addition to any other remedies at law or in equity.

Section 6.9 SHAREHOLDER CAPACITY. By executing and delivering this Agreement, the Shareholder makes no agreement or understanding herein in his or her capacity or actions as a director, officer or employee of the Company. The Shareholder is signing and entering into this Agreement solely in his, her or its capacity as the beneficial owner of the Shares, and nothing herein shall limit or affect in any way any actions that may be hereafter taken by him or her in his or her capacity as an employee, officer or director of the Company or in any other capacity.

Section 6.10 HEADINGS; CONSTRUCTION. The Article, Section and paragraph headings contained in this Agreement are for reference purposes only and do not form a part of this Agreement and do not in any way modify, interpret or construe the intentions of the parties. As used in this Agreement, unless otherwise provided to the contrary, (a) all references to days or months shall be deemed references to calendar days or months and (b) any reference to a "Section" or "Article" shall be deemed to refer to a section or article of this Agreement. The words "hereof," "herein" and "hereunder" and words of similar import referring to this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." Unless otherwise specifically provided for herein, the term "or" shall not be deemed to be exclusive.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, the parties have duly executed this Shareholder Agreement as of the date first above written.

SIEMENS MEDICAL SOLUTIONS USA, INC.

By: /s/ Erich R. Reinhardt
Name: Prof. Dr. Erich R. Reinhardt
Title: Chairman

By: /s/ Georg Obermeyer
Name: Georg Obermeyer
Title: Chief Financial Officer

SCHEDULE I

Name and Address of Shareholder
Michael Ziering c/o
Diagnostics Products Corporation
5210 Pacific Concourse Drive
Los Angeles, California 90045

Shares
479,962
508

(By 401k)

Schedule I-1

**SHAREHOLDER AGREEMENT
(Voting)**

This SHAREHOLDER AGREEMENT (this "Agreement"), dated as of April 26, 2006, is by and between Siemens Medical Solutions USA, Inc., a Delaware corporation (the "Purchaser") and each of the shareholder(s) set forth in the signature pages hereto (each, a "Shareholder" and collectively, the "Shareholders").

WITNESSETH:

WHEREAS, concurrently herewith, Purchaser, Dresden Acquisition Corporation, a California corporation ("Merger Sub"), and Diagnostic Products Corporation, a California corporation (the "Company") are entering into an Agreement and Plan of Merger (as such agreement may hereafter be amended from time to time, the "Merger Agreement");

WHEREAS, each Shareholder is the beneficial owner of the number of shares of Company Common Stock set forth opposite such person's name on Schedule I (the "Shares");

WHEREAS, the Company Shareholders' Approval is required to consummate the Merger; and

WHEREAS, the board of directors of the Company has, prior to the execution of this Agreement, by resolution duly adopted by unanimous vote at a meeting duly called and held and at which all directors were present, which resolution has not subsequently been rescinded or modified in any manner whatsoever, (i) determined that the Merger Agreement and the Merger are fair to and in the best interests of the shareholders of the Company, (ii) approved the Merger Agreement and the transactions contemplated thereby, including the Merger, and (iii) resolved to recommend that holders of shares of the Company Common Stock approve the Merger Agreement and the Merger.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, representations, warranties, respective covenants and agreements of the parties contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, the parties hereto, intending to be legally bound hereby, agree as follows:

**ARTICLE I
CERTAIN DEFINITIONS**

Section 1.1 DEFINED TERMS. Terms used in this Agreement and not otherwise defined herein shall have the respective meanings ascribed to such terms in the Merger Agreement.

**ARTICLE II
VOTING AGREEMENT**

Section 2.1 GRANT OF PROXY; AGREEMENT TO VOTE. Upon the terms and subject to the conditions hereof, each Shareholder hereby grants with respect to the Shares owned by such Shareholder, in addition to any shares of Company Common Stock acquired by Shareholder after the date hereof, an irrevocable proxy to the Purchaser (and agrees to execute such documents or certificates evidencing such proxy as the Purchaser may reasonably request) to vote, at any meeting of the Company's shareholders, or in connection with any written consent of the Company's shareholders, (i) in favor of the approval of the Merger Agreement and the Merger and (ii) against any Acquisition Proposal, other than the Merger. Each Shareholder further agrees to cause all Shares owned by such Shareholder, in addition to any shares of Company Common Stock acquired by Shareholder after the date hereof, to be voted in accordance with the foregoing. This proxy is coupled with an interest and until this Agreement is terminated pursuant to Section 5.1 hereof is irrevocable. Upon the execution of this Agreement by a Shareholder, such Shareholder hereby revokes any and all other proxies (other than the proxy granted herein) given by such Shareholder with respect to the subject matter hereof. Each Shareholder acknowledges receipt and review of a copy of the Merger Agreement. Each Shareholder agrees not to enter into any agreement or commitment with any Person, the effect of which would be inconsistent with or violative of the provisions and agreements contained in this Article II.

**ARTICLE III
REPRESENTATIONS AND WARRANTIES**

Section 3.1 REPRESENTATIONS AND WARRANTIES OF SHAREHOLDER. Each Shareholder represents and warrants to the Purchaser that (i) such Shareholder is the direct or indirect beneficial owner of the Shares set forth opposite such Shareholder's name on Schedule I, (ii) this Agreement has been duly executed and delivered by such Shareholder, and (iii) this Agreement constitutes the valid and binding agreement of such Shareholder, enforceable against such Shareholder in accordance with its terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium, and similar laws relating to or affecting creditors' rights generally and general equitable principles (whether considered in a proceeding in equity or at law), in each case now or hereafter in effect.

Section 3.2 REPRESENTATIONS AND WARRANTIES OF PURCHASER. The Purchaser represents and warrants to Shareholders that (i) this Agreement has been duly executed and delivered by the Purchaser, and (ii) this Agreement constitutes the valid and binding agreement of the Purchaser, enforceable against the Purchaser in accordance with its terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium, and similar laws relating to or affecting creditors' rights generally and general equitable principles (whether considered in a proceeding in equity or at law), in each case now or hereafter in effect.

**ARTICLE IV
COVENANTS**

Section 4.1 COVENANTS OF THE SHAREHOLDERS. Each Shareholder covenants and agrees with the Purchaser that, during the period commencing on the date hereof and ending on the date this Agreement is terminated under Section 5.1 hereof:

(a) Shareholder shall not sell, transfer, pledge, or dispose of any Shares or offer to make such a sale, transfer, pledge or other disposition (collectively, "Transfer") to any Person; provided that this Section 4.1(a) shall not prohibit a Transfer of Shares by a Shareholder (i) if Shareholder is an individual, (ii) to any member of Shareholder's immediate family, or to a trust for the benefit of Shareholder or any member of Shareholder's immediate family, (iii) upon the death of Shareholder, or (iv) if Shareholder is a partnership or limited liability company, to one or more partners or members of Shareholder or to an affiliated corporation under common control with Shareholder; provided that a Transfer referred to in this sentence shall be permitted only if, as a precondition to such Transfer, the transferee agrees in a writing, reasonably satisfactory in form and substance to Purchaser, to be bound by the terms of this Agreement.

(b) Shareholder waives, and agrees not to exercise or assert, any applicable appraisal rights under Chapter 13 of the California General Corporation Law in connection with the Merger.

(c) Shareholder shall execute and deliver such other documents and instruments and take such further actions as are necessary in order to ensure that the Purchaser receives the benefit of this Agreement.

ARTICLE V TERMINATION

Section 5.1 TERMINATION. This Agreement shall terminate and be of no further force or effect upon the earliest to occur of (i) the mutual written consent of the Purchaser and the Shareholder, (ii) the Effective Time, (iii) the termination of the Merger Agreement in accordance with its terms, or (iv) an amendment to the Merger Agreement that reduces or otherwise changes the form of the Merger Consideration to which the Shareholders would have been entitled.

Section 5.2 EFFECT OF TERMINATION. In the event of any termination of this Agreement, this Agreement (other than Article VI) shall become void and of no effect with no liability on the part of any party hereto; provided that no such termination shall relieve any party hereto from liability for any willful breach of this Agreement prior to termination thereof.

ARTICLE VI GENERAL

Section 6.1 NOTICES. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given to a party if delivered in person or sent by overnight delivery (providing proof of delivery) to the parties at the following addresses (or at such other address for a party as shall be specified by like notice) on the date of delivery, or if by facsimile, upon confirmation of receipt:

If to the Purchaser: Siemens Medical Solutions USA, Inc.
51 Valley Stream Parkway
Malvern, Pennsylvania 19355
Facsimile No: (610) 448-1710
Attention: Secretary

with a copy to: Siemens Corporation
153 East 53rd Street, 56th Floor
New York, New York 10022
Facsimile No: (212) 258-4490
Attention: General Counsel

With a copy
(which shall not
constitute notice) to: Clifford Chance US LLP
31 West 52nd Street
New York, New York 10019
Attention: John A. Healy
Karl A. Roessner
Telephone: 212-878-8000
Telecopier: 212-878-8375

If to the
Shareholders: Diagnostics Products Corporation
5210 Pacific Concourse Drive
Los Angeles, California 90045
Attention: Ira Ziering
Telecopier: (310) 645-9999

With a copy
(which shall not
constitute notice) to: O' Melveny & Myers LLP
400 South Hope Street
Los Angeles, California 90071
Attention: C. James Levin
Telephone: 213-430-6000
Telecopier: 213-430-6407

Section 6.2 NO THIRD-PARTY BENEFICIARIES. Nothing in this Agreement, whether express or implied, is intended to or shall confer any rights, benefits or remedies under or by reason of this Agreement on any persons other than the parties and their respective successors and permitted assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third person to any party, nor shall any provisions give any third person any right or subrogation over or action against any party.

Section 6.3 GOVERNING LAW. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California, without giving effect to the conflicts of law provisions thereof. Each party waives any right to a trial by jury in any action to enforce or defend any right under this Agreement or any amendment, instrument, document or agreement delivered, or which in the future may be delivered, in connection with this Agreement and agrees that any action shall be tried before a court and not before a jury.

Section 6.4 ASSIGNMENT; SUCCESSORS. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties and their respective successors and permitted assigns. No party to this Agreement may assign its rights or delegate its obligations under this Agreement, whether by operation of law or otherwise, to any other person without the express prior written consent of the other party hereto. Any such assignment or transfer made without the prior written consent of the other party hereto shall be null and void.

Section 6.5 AMENDMENTS; WAIVERS. Subject to applicable law, this Agreement may only be amended pursuant to a written agreement executed by all the parties, and no waiver of compliance with any provision or condition of this Agreement and no consent provided for in this Agreement shall be effective unless evidenced by a written instrument executed by the party against whom such waiver or consent is to be effective. No waiver of any term or provision of this Agreement shall be construed as a further or continuing waiver of such term or provision or any other term or provision.

Section 6.6 ENTIRE AGREEMENT. This Agreement constitutes the entire agreement of all the parties and supersedes any and all prior and contemporaneous agreements, memoranda, arrangements and understandings, both written and oral, between the parties, or either of them, with respect to the subject matter hereof. No representation, warranty, promise, inducement or statement of intention has been made by any party which is not contained in this Agreement and no party shall be bound by, or be liable for, any alleged representation, promise, inducement or statement of intention not contained herein or therein.

Section 6.7 COUNTERPARTS. To facilitate execution, this Agreement may be executed in any number of counterparts (including by facsimile transmission), each of which shall be deemed to be an original, but all of which together shall constitute one binding agreement on the parties, notwithstanding that not all parties are signatories to the same counterpart.

Section 6.8 SPECIFIC PERFORMANCE. The parties agree that irreparable damage would occur in the event any of the provisions of this Agreement were not performed in accordance with the terms hereof and that the parties are entitled to specific performance of the terms hereof in addition to any other remedies at law or in equity.

Section 6.9 SHAREHOLDER CAPACITY. By executing and delivering this Agreement, the Shareholder makes no agreement or understanding herein in his or her capacity or actions as a director, officer or employee of the Company. The Shareholder is signing and entering into this Agreement solely in his, her or its capacity as the beneficial owner of the Shares, and nothing herein shall limit or affect in any way any actions that may be hereafter taken by him or her in his or her capacity as an employee, officer or director of the Company or in any other capacity.

Section 6.10 HEADINGS; CONSTRUCTION. The Article, Section and paragraph headings contained in this Agreement are for reference purposes only and do not form a part of this Agreement and do not in any way modify, interpret or construe the intentions of the parties. As used in this Agreement, unless otherwise provided to the contrary, (a) all references to days or months shall be deemed references to calendar days or months and (b) any reference to a "Section" or "Article" shall be deemed to refer to a section or article of this Agreement. The words "hereof," "herein" and "hereunder" and words of similar import referring to this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." Unless otherwise specifically provided for herein, the term "or" shall not be deemed to be exclusive.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, the parties have duly executed this Shareholder Agreement as of the date first above written.

SIEMENS MEDICAL SOLUTIONS USA, INC.

By: /s/ Erich R. Reinhardt
Name: Prof. Dr. Erich R. Reinhardt
Title: Chairman

By: /s/ Georg Obermeyer
Name: Georg Obermeyer
Title: Chief Financial Officer

SHAREHOLDER:

/s/ Ira Ziering
Ira Ziering, individually and as trustee

SCHEDULE I

Name and Address of Shareholder
Ira Ziering c/o
Diagnostics Products Corporation
5210 Pacific Concourse Drive
Los Angeles, California 90045

Shares
281,521

Schedule I-1

JOINT FILING AGREEMENT

Pursuant to Rule 13d-1(k)(1) of the Securities and Exchange Commission under the Securities and Exchange Act of 1934, as amended, each of the undersigned agrees that the statement on Schedule 13D filed herewith shall be filed on behalf of each of the undersigned.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the 8th day of May, 2006.

SIEMENS AKTIENGESELLSCHAFT

By: /s/ Lothar Wilisch
Name: Lothar Wilisch
Title: Head of Capital Markets

By: /s/ Dr. Werner Schick
Name: Dr. Werner Schick
Title: Senior Counsel

SIEMENS MEDICAL SOLUTIONS USA, INC.

By: /s/ Georg Obermeyer
Name: Georg Obermeyer
Title: Executive Vice President, CFO & Treasurer

By: /s/ James R. Ruger
Name: James R. Ruger, Ph.D
Title: Secretary