

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 6-K

REPORT OF FOREIGN PRIVATE ISSUER
PURSUANT TO RULE 13a-16 OR 15d-16
UNDER THE SECURITIES EXCHANGE ACT OF 1934

For the date of June 27, 2023

Commission File Number 001-39124

Centogene N.V.

(Translation of registrant's name into English)

Am Strande 7

18055 Rostock

Germany

(Address of principal executive offices)

Indicate by check mark whether the registrant files or will file annual reports under cover of Form 20-F or Form 40-F.

Form 20-F..X.. Form 40-F.....

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(1): ____

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(7): ____

Centogene N.V.

On June 27, 2023, Centogene N.V. (the “Company”), issued a press release announcing its partnership with Lifera titled “CENTOGENE and Lifera, a Biopharma Company Owned by the PIF, Enter Strategic Collaboration – Forming Saudi Arabian Joint Venture to Increase Access to Leading Data-Driven Multiomic Testing and Securing CENTOGENE \$30 Million Investment”. A copy of the press release is attached hereto as Exhibit 99.1.

Joint Venture Agreement

On June 26, 2023, the Company entered into a joint venture agreement (the “Joint Venture Agreement”) with Pharmaceutical Investment Company (“PIC”) (referred to in the press release as “Lifera”), a closed joint stock company incorporated pursuant to the laws of Saudi Arabia and a wholly-owned subsidiary of the Public Investment Fund based in Riyadh, to form a joint venture under the laws of Saudi Arabia. Pursuant to the Joint Venture Agreement, and subject to the terms and conditions contained therein, the Company and PIC have agreed to establish a limited liability company in Saudi Arabia (the “JV”).

Pursuant to the Joint Venture Agreement, PIC shall contribute 80% (SAR 80,000,000) and the Company shall contribute 20% (SAR 20,000,000) of the initial capital for the JV, which will be used to fund its operations including the establishment of a laboratory center of excellence in Saudi Arabia (“KSA”) for genetic and multiomic testing (including, without limitation, genomics, epigenomics, transcriptomics, proteomics and metabolomics). In addition, the Company will grant the JV exclusive rights to the Company’s technology and intellectual property in the KSA and provide laboratory and consultancy services to the JV throughout the development of the laboratory center, pursuant to a license agreement, lab services agreement and consultancy agreement (the “Commercial Agreements”) to be negotiated and entered into by and between the Company and the JV. It is currently contemplated that such Commercial Agreements will provide for milestone payments of up to approximately fifty million dollars (\$50,000,000) and revenue-based royalties until the year 2033.

Formation of the JV is conditioned, among other things, on foreign direct investment and other regulatory clearances, no material adverse change having occurred with respect to the Company and agreement by PIC and the Company on the terms of the Commercial Agreements.

PIC will be entitled to appoint four managers to the board of managers for the JV, including the chairman, and the Company will be entitled to appoint one manager, who shall serve as the vice-chairman. The audit committee shall be appointed by the shareholders and shall comprise one member designated for appointment by PIC, one member designated for appointment by the Company, and one member jointly appointed by PIC and the Company. The Company shall be entitled to nominate the chief executive officer for the JV (subject to approval by PIC) and PIC shall be entitled to nominate the chief financial officer (subject to approval by the Company). The Joint Venture Agreement sets forth certain board and shareholder reserved matters, and procedures for the resolution of conflicts of interest between the members of management for the JV and the JV’s shareholders.

Each of PIC and the Company shall be entitled to a right of first refusal on the transfer of shares in the JV by the other shareholder. In addition, the Company shall be subject to restrictions on the transfer of its shareholding in the JV until the later of (i) the fifth anniversary of the incorporation of the JV and (ii) the date of accreditation of the laboratory to be established by the JV, provided that such restrictions shall fall away immediately after such accreditation in the event that the Company’s shareholding in the JV falls below 10% or the JV completes an initial public offering. In the event that PIC decides to dispose of 50% or more of its shares in the JV, the Company and any other shareholders may exercise a tag-along right to require that PIC ensure that the proposed buyer also buys the Company’s or any such other shareholders’ shares in the JV.

The Company has agreed that, for as long as the Company is a shareholder in the JV and for a period of two years thereafter, it will not establish, operate or manage any other genomics wet or dry laboratory or similar business, in the KSA or any other member state of the Gulf Cooperation Council (“GCC”), that competes with the JV. The Company has also agreed that for as long as the Company is a shareholder in the JV and for a period of two years thereafter, subject to the limitations set forth in the Joint Venture Agreement, the Company will not, directly or indirectly, compete with the JV in the KSA or in any other GCC member state, other than the provision of services to the Company’s existing clients until December 31, 2023. The Company must use reasonable best efforts to transfer its existing clients to the JV. The Company must also first offer to the JV any material opportunity that arises for the Company in another GCC member state.

For as long as the Company is a shareholder in the JV and for a period of two years thereafter, PIC may not establish, operate or manage a wet or dry laboratory or similar business that competes with the JV outside the GCC. In addition, PIC has agreed, for as long as PIC is a shareholder in the JV and for a period of two years thereafter, not to establish, operate or manage any other wet or dry laboratory or similar business that competes with the JV in the KSA. However, such limitations on operating in KSA and the GCC shall not apply to PIC if, (i) following a change of control of the Company, the Company materially breaches its obligations with respect to the Joint Venture Agreement and the Commercial Agreements and/or (ii) any of the Commercial Agreements are terminated for any reason other than a Company default thereunder. PIC and the Company have also agreed not to solicit each other's employees as long as they are shareholders in the JV.

After the laboratory established by the JV has obtained (1) CAP Laboratory Accreditation from the College of American Pathologists and (2) certification pursuant to the Clinical Laboratory Improvement Amendments, or equivalent internationally recognized accreditation or certification as mutually agreed by the Parties (and in any event no sooner than five years from the signing of the Joint Venture Agreement), and subject to the voting rights of shareholders, the readiness of the JV and market conditions, the Company and PIC have agreed to discuss an initial public offering of the common shares of the JV ("IPO") on the Saudi Arabian Main Market (Tadawul) or any other reputable stock exchange, whether through a primary or secondary offering of Shares. If they agree to pursue an IPO, they must each use their reasonable efforts and take all customarily required actions to cooperate with the JV to cause such IPO to occur.

If either PIC or the Company, directly or through their representatives in the JV, fail to adopt a resolution reserved for a vote of the board of the JV or the shareholders of the JV, in accordance with the Joint Venture Agreement, within 3 months from when the resolution was brought to a vote, then it will be considered a "Deadlock Event." In the event of a Deadlock Event, either party may give notice to the other of such Deadlock Event. Within 15 days of receipt of such notice, the parties must raise the issue with their chairmen (with respect to the Company, the chairman of the supervisory board) and the chairmen must use reasonable efforts to resolve the deadlock within 45 days. If the issue is not resolved within such 45 days, the full boards of PIC and the Company must use reasonable efforts to resolve the issue. In the event the issue is still not resolved, PIC shall first have the right to require the Company to sell its shares in the JV to PIC within 90 days. In the event PIC does not require the Company to sell its shares, the Company may require PIC to sell its shares in the JV to the Company or that PIC buy the Company's shares in the JV, with PIC having the right to choose whether it wants to purchase or sell the JV shares, and must do so within 90 days.

The Company has agreed to indemnify PIC for five years from the date of the establishment of the JV for all losses incurred, suffered or sustained by the JV and/or PIC, relating to, resulting from or arising out of any claim in relation to the infringement of any third party intellectual property right or absence of any requisite permissions, in each case in relation to the patient data or samples, or data, information or results generated from such patient data that is provided by the Company. However, the Company has no liability unless the losses sustained by the JV and/or PIC in any calendar year exceeds SAR 375,000 (in which case, the Company's liability will be for the whole amount of such losses for such calendar year). The aggregate liability of the Company for any such losses (including all legal and other costs and expenses), may not exceed SAR 37,500,000. The JV and PIC are subject to customary obligations to first use reasonable efforts to recover from any insurance they may have that covers any such losses and from any third party who may be liable.

The term of the Joint Venture Agreement is indefinite, subject to customary exceptions for early termination (including a failure to meet the conditions to the incorporation of the JV on or before the date that is 120 days from the signing of the Joint Venture Agreement, the winding-up of the Company and the completion of any initial public offering of shares in the JV).

The Joint Venture Agreement is expressed to be governed by the laws of the KSA. Disputes will be settled by arbitration in accordance with the arbitration rules of the Saudi Centre for Commercial Arbitration.

The foregoing summary of the Joint Venture Agreement is subject to, and qualified in its entirety by, the full text of the Joint Venture Agreement, a copy of which is attached hereto as Exhibit 99.2.

Convertible Loan Agreement

In connection with the Joint Venture Agreement, PIC and the Company have agreed to enter into a convertible loan agreement (the "Loan Agreement"), pursuant to which PIC will agree to loan the Company \$30,000,000 (the "Principal Amount"). The signing of the Loan Agreement will occur simultaneously with and is conditioned upon the incorporation of the JV which is itself conditioned, as described above, among other things, on foreign direct investment and other regulatory clearances, no material adverse change having occurred with respect to the Company and agreement by PIC and the Company on the terms of the Commercial Agreements.

Interest on the Principal Amount will be payable in kind (PIK) at a rate of 12.8% per annum (based on a 365-day year) (the "Stated Interest") and will be due, along with the Principal Amount and any additional interest, on or before the date that is six months from the date the Loan Agreement is executed (the "Maturity Date"). Each of the Principal Amount, the Stated Interest and any additional interest will be payable in new common shares of the Company at the conversion price (initially \$2.20 per common share) (the "Conversion Price"). In addition, upon the Maturity Date (or any earlier conversion of the loan) the Company shall pay to PIC a conversion fee (the "Conversion Fee") in common shares in an amount equal to the quotient obtained by dividing \$1,000,000 by the Conversion Price. The Conversion Price is subject to customary adjustment mechanics. PIC may convert the Loan in its entirety at any time after the 30-day volume-weighted average price of the common shares of the Company has been equal to or greater than the Conversion Price for at least 20 trading days (whether or not consecutive) during a period of 30 consecutive trading days. The Loan may also be converted, at PIC's option, upon the occurrence of a "Fundamental Change," defined as (i) the acquisition by any party (or parties acting in concert) of common shares of the Company representing more than fifty percent (50%) of the voting power of all of the Company's common shares; (ii) the consummation of (a) any sale, lease or other transfer, in one transaction or a series of transactions, of all or substantially all of the assets of the Company and its subsidiaries, taken as a whole, to any person, or (b) any transaction or series of related transactions (whether by means of merger, demerger, consolidation, share exchange, business combination, reclassification, recapitalization, acquisition, liquidation or otherwise), the result of which is the Company's shareholders prior to such transaction or series of transactions cease to own more than fifty percent (50%) of all classes of common equity of the Company or its successor following any such transaction or series of transaction; or (iii) the Company's shareholders approving any plan or proposal for the liquidation or dissolution of the Company, provided that no such occurrence shall constitute a Fundamental Change where, in the case of a transaction or event described in clause (i) or (ii) above, (A) DPE Deutsche Private Equity GmbH, (B) Careventures Fund II S.C.Sp and (C) TVM Life Science Innovation I, L.P. or their respective Affiliates (including Affiliates jointly owned thereof), each continue, immediately after such transaction or event described in clause (i) or (ii) to be the direct or indirect beneficial owner of substantially the same number of common shares of the Company (or replacement equity interests in the surviving entity, acquirer, successor, or transferee, as applicable (or the parent entity thereof)) as each beneficially owned as of the date of execution of the Loan Agreement. In the case of any conversion by PIC prior to the Maturity Date the Company shall pay to PIC, in addition to the Principal Amount, accrued and unpaid Stated Interest and accrued and unpaid additional interest (if any), the Conversion Fee.

The Company will have the right to convert the loan, at the Company's option, at any time prior to the Maturity Date into a number of common shares of the Company equal to the quotient obtained by dividing (x) the Principal Amount of the loan plus the amount of Stated Interest that would have accrued through the Maturity Date at an annual interest rate of 13.77% on the Principal Amount of the Loan (or \$2.0 million) and accrued and unpaid additional interest (if any) by (y) the Conversion Price. Upon any such conversion at the Company's option, the Company shall also pay to PIC the Conversion Fee.

Under the terms of the Loan Agreement, the Company will agree to apply the Principal Amount to fund its working capital and general corporate purposes, as well as to fund the Company's portion of the initial capitalization costs with respect to the JV (approximately \$5,000,000).

The Loan Agreement includes customary representations and warranties as well as customary covenants, including a prohibition on mergers or other business combinations (subject to customary exceptions), and is subject to customary conditions, including the absence of any material adverse change with respect to the Company. In addition, PIC shall have the right to nominate two directors to the supervisory board of directors of the Company.

The Company will also agree in connection with the Loan Agreement not to incur any additional secured indebtedness without the consent of PIC, unless the loan provided by PIC is secured on an equal basis, and in any case, other than the Loan and Security Agreement with Oxford Finance LLC (“Oxford”). The Company will also agree not to refinance its Oxford Loan and Security Agreement in an aggregate principal amount that exceeds \$50,000,000 without the consent of PIC.

Following the conversion of the loan into common shares of the Company and the acquisition by any person, directly or indirectly, of beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act) of a greater percentage of shares of the Company than PIC then holds, the Company and PIC must negotiate in good faith and enter into a shareholders agreement between the two parties containing customary minority rights in favor of PIC. If the Company has not undergone a take private, the terms of the shareholders agreement will be limited to customary negative consent rights (limited to the following matters: amendments to charter documents, material acquisitions, material agreements, incurrence of indebtedness, material changes to the nature of the business, related party transactions, and amendments to the Joint Venture documents) and, in each case, will be subject to limitations and qualifications to be agreed between the parties.

The Loan Agreement contains customary events of default, including failure to pay any accrued and unpaid interest on the loan; failure to provide notice of a Fundamental Change; failure to comply with the obligation to convert the loan in accordance with the terms of the Loan Agreement; default with respect to other material indebtedness; bankruptcy; failure to cure default of any other obligations of the Loan Agreement within 30 days after notice of the default by PIC to the Company; and failure to comply with certain provisions of the Joint Venture Agreement, Preemptive Rights Agreement (as defined below) and Second Registration Rights Agreement (as defined below).

The Loan Agreement is expressed to be governed by the laws of the State of New York. Disputes will be settled by arbitration in accordance with the comprehensive rules and procedures of Judicial Arbitration & Mediation Services (JAMS).

The foregoing summary of the Loan Agreement does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the form of Loan Agreement attached as Exhibit 99.3 to this Current Report on Form 6-K, which is incorporated herein by reference.

Preemptive Rights Agreement

In connection with the Loan Agreement, and conditioned upon the same conditions applicable thereto, as described above, the Company has agreed to enter into a preemptive rights agreement with PIC (the “Preemptive Rights Agreement”) pursuant to which the Company will agree that following a Fundamental Change, and for as long as PIC holds at least 10% of the outstanding common shares of the Company, if the Company intends to issue new shares, it must first offer PIC the opportunity to buy all or a portion of such shares. PIC shall have the right to buy up to the proportion of new shares that equals the proportion of common shares held by PIC in the Company. If PIC does not elect to buy all or a portion of the new shares, the Company shall have the right to sell the new shares within 90 days to a third party at terms not less favorable than those offered to PIC.

The foregoing summary of the Preemptive Rights Agreement does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the form of Preemptive Rights Agreement attached as Exhibit 99.4 to this Current Report on Form 6-K, which is incorporated herein by reference.

Second Registration Rights Agreement

In connection with the Loan Agreement, and conditioned upon the same conditions applicable thereto, as described above, the Company has agreed to enter into a registration rights agreement with PIC (the “Second Registration Rights Agreement”) pursuant to which the Company will agree under certain circumstances to file a registration statement to register the resale of the shares held by PIC and its permitted transferees, subject to certain exceptions, as well as to cooperate in certain public offerings of such shares. Registration of these shares under the Securities Act would result in these shares becoming freely tradable without restriction under the Securities Act immediately upon the effectiveness of the registration, except for shares purchased by affiliates.

The foregoing summary of the Second Registration Rights Agreement does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the form of Second Registration Rights Agreement attached as Exhibit 99.5 to this Current Report on Form 6-K, which is incorporated herein by reference.

Right of First Offer Agreement

In connection with the Loan Agreement, and conditioned upon the same conditions applicable thereto, as described above, certain existing shareholders of the Company have agreed to enter into a right of first offer agreement with PIC (the “ROFO Agreement”). The full text of the form of ROFO Agreement is attached as Exhibit 99.6 to this Current Report on Form 6-K, and is incorporated herein by reference.

Oxford Consent and Term Sheet for Amendment to Oxford Loan and Security Agreement

On June 26, 2023, Oxford consented (the “Consent”) to permit the Joint Venture Agreement, the Loan Agreement, the Commercial Agreements, the Preemptive Rights Agreement, the Second Registration Rights Agreement and the transactions contemplated by the foregoing, under its existing Loan and Security Agreement with the Company (the “Loan and Security Agreement”), originally dated January 31, 2022. Oxford has also agreed not to require the Company to comply with the covenant to maintain €9,100,000 of cash collateral pursuant to Section 6.6 of the Loan and Security Agreement until at least October 31, 2023, by which time the Loan Agreement is expected to have closed.

Oxford and the Company have agreed to make certain amendments to the Loan and Security Agreement concurrently with the closing of the Loan Agreement, set forth on the term sheet (the “Term Sheet”) attached as Exhibit E to the Consent. The Term Sheet includes a reduction in interest rate, the removal of the \$5 million repayment covenant, the removal of the €9,100,000 cash collateral maintenance covenant, the extension of the interest-only payment period and the maturity date, a reduction in the final payment fee and other amendments and modifications set forth therein.

Oxford’s consent to the Joint Venture documents is conditioned on (a) any loans incurred under the Loan Agreement being subordinated to the obligations under the Loan and Security Agreement pursuant to the subordination agreement in the form attached as Exhibit F to the Consent (the “Subordination Agreement”), (b) Oxford and the Company entering into an amendment to the Loan and Security Agreement and the other Loan Documents (as defined therein) to the extent necessary to incorporate the terms set forth in the Term Sheet and (c) the absence of an Event of Default under and as defined in the Loan and Security Agreement.

The foregoing summary of the Consent, the Term Sheet and the Subordination Agreement does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the forms of such Consent, Term Sheet, Subordination Agreement and the other exhibits to the Consent, all of which are attached as Exhibit 99.7 to this Current Report on Form 6-K and are incorporated herein by reference.

Signatures

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

Date: June 27, 2023

CENTOGENE N.V.

By: /s/ Jose Miguel Coego Rios

Name: Jose Miguel Coego Rios

Title: Chief Financial Officer

Exhibit Index

Exhibit	Description of Exhibit
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99.1	Press Release dated June 27, 2023
99.2* ⁺	Joint Venture Agreement dated June 26, 2023
99.3* ⁺	Form of Loan Agreement
99.4 ⁺	Form of Preemptive Rights Agreement
99.5 ⁺	Form of Registration Rights Agreement
99.6 ⁺	Form of ROFO Agreement
99.7*	Oxford Consent and Term Sheet for Amendment to Oxford Loan and Security Agreement dated June 26, 2023

*Certain schedules and attachments to this exhibit have been omitted pursuant to Regulation S-K, Item 601(a)(5). The registrant hereby undertakes to furnish copies of any of the omitted schedules and exhibits upon request by the U.S. Securities and Exchange Commission

⁺The Company has omitted portions of the exhibits attached hereto pursuant to Item 601(b)(10)(iv) of Regulation S-K on the basis that the Company customarily and actually treats that information as private or confidential and the omitted information is not material.



PRESS RELEASE

CENTOGENE and Lifera, a Biopharma Company Owned by the PIF, Enter Strategic Collaboration – Forming Saudi Arabian Joint Venture to Increase Access to Leading Data-Driven Multiomic Testing and Securing CENTOGENE \$30 Million Investment

- Joint Venture (JV) combines CENTOGENE's global leadership in multiomics with local insight of Lifera, a biopharmaceutical company wholly-owned by the Public Investment Fund (PIF) based in Riyadh
- JV focuses on providing state-of-the-art multiomic testing services to patients, health systems, biopharma clients, and research institutions in Saudi Arabia and countries of the Gulf Cooperation Council (GCC). CENTOGENE today is one of the largest providers of genetic testing services to this market
- High-quality services will translate genetic insights into data-driven, life-changing answers – accelerating precision medicine, expanding population health programs, improving turnaround times on clinical diagnoses, and building capabilities and capacity in Saudi Arabia to foster global research and collaboration
- The JV will help enable the Saudi Vision 2030 and several other national priority initiatives related to genomic testing and the growth of the Saudi Arabian biotech sector
- CENTOGENE will receive a \$30 million investment in the form of a mandatory convertible loan with a six-month term and a conversion price of \$2.20 per share of CENTOGENE's common stock, as well as significant JV performance-related milestone payments and revenue-based royalties until the year 2033

CAMBRIDGE, Mass. And ROSTOCK, Germany and BERLIN and RIYADH, Saudi Arabia, June 27, 2023 (GLOBE NEWSWIRE) – CENTOGENE N.V. (Nasdaq: CNTG), the essential life science partner for data-driven answers in rare and neurodegenerative diseases, and Lifera, a biopharmaceutical company wholly-owned by the Public Investment Fund (PIF), today announced a strategic collaboration with the formation of a Joint Venture (JV) to increase local and regional access and rapid delivery of world-class multiomic testing to patients in Saudi Arabia and countries of the Gulf Cooperation Council (GCC). Under the terms of the collaboration, CENTOGENE will receive a \$30 million mandatory convertible loan from Lifera.

CENTOGENE, the current market leader in outsourced genetic testing for patients in Saudi Arabia, will provide its leading diagnostics and multiomics expertise to the JV, which together with Lifera's strong local presence and resources, will establish widespread access to local state-of-the-art genetic sequencing tailored to regional needs. The JV will build an advanced laboratory and bioinformatics infrastructure – leveraging the CENTOGENE Biodatabank, the world's largest real-world integrated multiomic data repository in rare disease biobanks globally and neurodegenerative diseases, which has more than 70 million and over 35,000 Saudi Arabian patient datasets. The JV will develop capabilities for genetic testing and interpretation working collaboratively with CENTOGENE globally – serving as a vehicle for large national screening and genomics programs. As such, patients in Saudi Arabia and the GCC, a rapidly growing region with over 56 million inhabitants, will have increased access to the world's most advanced and effective diagnostic offerings, which is at the core of Lifera's strategic objectives contribute to improving national resilience and health outcomes in Saudi Arabia.

“This strategic collaboration is a reflection of Lifera’s mission to grow Saudi Arabia’s biopharma sector. With CENTOGENE’s expertise in the field of rare, metabolic and neurodegenerative diseases, we see tremendous potential value for the JV to provide more timely and accurate diagnoses which are crucial to patients and their families, driven by a comprehensive diagnostic portfolio that goes beyond standard laboratory testing and medical interpretation. This collaboration will also enable biopharma research in rare diseases and provide resources to foster collaborative research across Saudi Arabia and with global partners,” commented Dr. Ibrahim Aljufalli, Chairman of the Lifera Board.

“Teaming up with Lifera marks a significant step forward in our mission to deliver data-driven, life-changing answers to patients around the world and forms a pathway to achieving sustainable growth and profitability for CENTOGENE,” said Kim Stratton, Chief Executive Officer at CENTOGENE. “As part of Vision 2030, Saudi Arabia has designed impressive programs to improve health outcomes throughout the region. This JV will now build on CENTOGENE’s extensive know-how and current leading position in the Saudi market, as well as Lifera’s deep understanding of the local healthcare landscape to actively contribute to these healthcare initiatives. This, along with Lifera’s investment, secures CENTOGENE a committed strategic partner for the future.”

Under the terms of the agreement, Lifera and CENTOGENE will make an investment into the JV. CENTOGENE will also be eligible for significant JV performance-related milestone payments and revenue-based royalties until the year 2033. Both parties will be represented on the board of the JV. The agreement also foresees that two Lifera representatives will join CENTOGENE’s Supervisory Board.

Lifera will make an investment into CENTOGENE in the form of a \$30 million mandatorily convertible loan which shall convert before 2024 into common stock of CENTOGENE at a conversion price of \$2.20. The loan is expected to be entered into, close, and fund within 90 days from the date of the announcement subject to the final negotiation and completion of the transaction and the signing of definitive agreements.

Additional information regarding this announcement can be found in a Current Report on Form 6-K that the Company intends to file today with the U.S. Securities and Exchange Commission.

Moelis LLC acted as a financial advisor to CENTOGENE on the transaction. Davis Polk & Wardwell London LLP acted as legal advisor to CENTOGENE on the transaction. Ernst & Young acted as financial advisor to Lifera on the transaction. Latham & Watkins acted as legal advisor to Lifera on the transaction.

About Lifera

Lifera is a new biopharmaceutical company dedicated to advancing Saudi Arabia’s biopharmaceutical sector and building national health resilience. By developing local manufacturing capacity for vaccines, insulin, plasma therapeutics and other biologics, as well as investing in genetic testing and precision medicine, Lifera aims to ensure people in Saudi Arabia have access to reliable and affordable medicines.

Lifera will do this through partnerships and investments with leading international and Saudi companies to transfer global expertise and technology to Saudi Arabia. Wholly-owned by the Public Investment Fund (PIF), Lifera’s differentiated vision and mission make it an ideal partner to build the biopharmaceutical sector in Saudi Arabia.

About CENTOGENE

CENTOGENE's mission is to provide data-driven, life-changing answers to patients, physicians, and pharma companies for rare and neurodegenerative diseases. We integrate multiomic technologies with the CENTOGENE Biodatabank – providing dimensional analysis to guide the next generation of precision medicine. Our unique approach enables rapid and reliable diagnosis for patients, supports a more precise physician understanding of disease states, and accelerates and de-risks targeted pharma drug discovery, development, and commercialization.

Since our founding in 2006, CENTOGENE has been offering rapid and reliable diagnosis – building a network of approximately 30,000 active physicians. Our ISO, CAP, and CLIA certified multiomic reference laboratories in Germany utilize Phenomic, Genomic, Transcriptomic, Epigenomic, Proteomic, and Metabolomic datasets. This data is captured in our CENTOGENE Biodatabank, with over 750,000 patients represented from over 120 highly diverse countries, over 70% of whom are of non-European descent. To date, the CENTOGENE Biodatabank has contributed to generating novel insights for more than 275 peer-reviewed publications.

By translating our data and expertise into tangible insights, we have supported over 50 collaborations with pharma partners. Together, we accelerate and de-risk drug discovery, development, and commercialization in target & drug screening, clinical development, market access and expansion, as well as offering CENTOGENE Biodata Licenses and Insight Reports to enable a world healed of all rare and neurodegenerative diseases.

To discover more about our products, pipeline, and patient-driven purpose, visit www.centogene.com and follow us on LinkedIn.

Forward-Looking Statements

This press release contains “forward-looking statements” within the meaning of the U.S. federal securities laws. Statements contained herein that are not clearly historical in nature are forward-looking, and the words “anticipate,” “believe,” “continue,” “expect,” “estimate,” “intend,” “project,” “plan,” “is designed to,” “potential,” “predict,” “objective” and similar expressions and future or conditional verbs such as “will,” “would,” “should,” “could,” “might,” “can,” and “may,” or the negative of these are generally intended to identify forward-looking statements. Such forward-looking statements involve known and unknown risks, uncertainties, and other important factors that may cause CENTOGENE's actual results, performance, or achievements to be materially different from any future results, performance, or achievements expressed or implied by the forward-looking statements. Such risks and uncertainties include, among others, negative economic and geopolitical conditions and instability and volatility in the worldwide financial markets, possible changes in current and proposed legislation, regulations and governmental policies, pressures from increasing competition and consolidation in our industry, the expense and uncertainty of regulatory approval, including from the U.S. Food and Drug Administration, our reliance on third parties and collaboration partners, including our ability to manage growth, execute our business strategy and enter into new client relationships, our dependency on the rare disease industry, our ability to manage international expansion, our reliance on key personnel, our reliance on intellectual property protection, fluctuations of our operating results due to the effect of exchange rates, our ability to streamline cash usage, our continued ongoing compliance with covenants linked to financial instruments, our requirement for additional financing and our ability to continue as a going concern, or other factors. For further information on the risks and uncertainties that could cause actual results to differ from those expressed in these forward-looking statements, as well as risks relating to CENTOGENE's business in general, see CENTOGENE's risk factors set forth in CENTOGENE's Form 20-F filed on May 16, 2023, with the Securities and Exchange Commission (the “SEC”) and subsequent filings with the SEC. Any forward-looking statements contained in this press release speak only as of the date hereof, and CENTOGENE's specifically disclaims any obligation to update any forward-looking statement, whether as a result of new information, future events, or otherwise.

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26 June 2023

PHARMACEUTICAL INVESTMENT COMPANY

and

CENTOGENE N.V.

JOINT VENTURE AGREEMENT

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THIS AGREEMENT (the “**Agreement**”) is dated 26 June 2023 and is made by and among:

- (1) **PHARMACEUTICAL INVESTMENT COMPANY**, a closed joint stock company incorporated pursuant to the laws of the Kingdom of Saudi Arabia, with commercial registration number 1010698585, having its registered address located at Alra'idah Digital City, Building MU04, Al Nakhil District, P.O. Box 6847, Riyadh 11452, KSA (“**PIC**”); and
- (2) **CENTOGENE N.V.**, a public company (*naamloze vennootschap*) organized under the laws of the Kingdom of the Netherlands and registered with the Chamber of Commerce (*Kamer van Koophandel*) under registration number 72822872, having its head office address at Am Strande 7, 18055 Rostock, Germany (“**NV**”),

(PIC, NV and any other party which later becomes a party hereto by entering into a Deed of Adherence in accordance with the terms of this Agreement, are hereinafter referred to each individually as a “**Shareholder**,” and collectively the “**Shareholders**,” and the Shareholders and the Company are hereinafter referred to each individually as a “**Party**,” and collectively as the “**Parties**”).

WHEREAS:

- (A) PIC and NV wish to incorporate a limited liability company in the Kingdom pursuant to the terms of this Agreement (the “**Company**”) in order to carry out the Business (as defined below) and any ancillary business activities as may be approved by the Shareholders or the Board from time to time, in each case, in accordance with this Agreement; and
- (B) PIC and NV desire to enter into this Agreement in order to establish their respective rights and obligations, as Shareholders, in connection with the operation and management of the Company.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings hereinafter contained, and for other good and valuable consideration, the receipt and adequacy of which are acknowledged by each of the Parties, it is hereby agreed as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, capitalized terms shall have the meanings ascribed to them as follows:

“**ABC Policies and Procedures**” means, with respect to any Person, policies, systems, controls and procedures:

- (a) designed, monitored and maintained to manage the risk of bribery, corruption, money laundering and other financial crimes within such Person’s organisation, and prevent such Person and its Controlled Affiliates, and any Associated Persons of such Person or its Controlled Affiliates, from violating any applicable Anti-Corruption Law; and
- (b) for reporting violations and suspected violations of any applicable Anti-Corruption Law and/or generally accepted standards of business ethics and conduct, and for ensuring that all such reports are fully investigated and acted upon appropriately.

“**Accounting Policies**” means the International Financial Reporting Standards issued by the IFRS Foundation and the International Accounting Standards Board as implemented by Applicable Law in each relevant jurisdiction, including, in respect of the Kingdom, as implemented by the Saudi Organization for Chartered and Professional Accountants.

“**Accreditation**” means the KSA Lab having obtained (1) the CAP Laboratory Accreditation from the College of American Pathologists (CAP) and (2) certification pursuant to the Clinical Laboratory Improvement Amendments (CLIA), or, in the event that the Company is unable to obtain such accreditation or certification, as applicable, due to regulatory changes arising after the date hereof, an equivalent internationally recognized accreditation or certification, as applicable, as mutually agreed by the Parties, and “**Accredited**” shall be construed accordingly.

“**Affiliate**” means, in relation to any Person (the “**relevant Person**”):

- (a) any Person, fund or other entity Controlled by the relevant Person (whether directly or indirectly);
- (b) any Person, fund or other entity Controlling (directly or indirectly) the relevant Person;
- (c) any Person, fund or other entity Controlled (whether directly or indirectly) by any Person Controlling the relevant Person; and
- (d) if applicable, such Person’s Immediate Family Members,

provided that, notwithstanding anything to the contrary contained herein:

- (i) in respect of any Shareholder and/or its other Affiliates, neither the Company nor any of its Controlled Affiliates shall be deemed an Affiliate of such Shareholder and/or its other Affiliates;
- (ii) in respect of PIC, only entities Controlled by PIC shall be deemed a PIC Affiliate; and
- (iii) in respect of the Company, only entities Controlled by the Company shall be deemed Affiliates of the Company.

“**Agreed Form**” means, with respect to any document, the form of that document approved by or on behalf of each Shareholder.

“**Agreement**” has the meaning given in the preamble.

“**Annual Budget**” means the applicable annual budget of the Company approved in accordance with the provisions of this Agreement, the first of which is set out in Schedule 7 (*Initial Business Plan and Initial Budget*).

“**Anti-Corruption Laws**” means any Applicable Law that relates to bribery or corruption or money laundering, including (without limitation) (i) the Saudi Arabian Anti-Bribery Law promulgated by royal decree number M/36 dated 26/12/1412H (corresponding to 27 June 1992) and the Saudi Arabian Anti-Money Laundering Law promulgated by royal decree number M/20 dated 5/2/1439H (corresponding to 25 October 2017), (ii) the US Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations issued thereunder, and (iii) the UK Bribery Act 2010, as each may be amended or re-enacted from time to time.

“**Applicable Data Protection Laws**” means applicable data protection laws including but not limited to the General Data Protection Regulation (EU) 2016/679 (GDPR), the German Federal Data Protection Act (*Bundesdatenschutzgesetz*), the provisions of the German Genetic Diagnostics Act (*Gendiagnostikgesetz*) relevant to personal data and data protection, the Kingdom National Data Management Office’s Interim Regulations on Personal Data Protection, the Kingdom Ministry of Health’s Guidelines for Informed Consent, and the Kingdom Personal Data Protection Law (issued pursuant to Royal Decree M/19 of 9/2/1443H

(corresponding to 16 September 2021)), in each case as amended or updated from time to time.

“**Applicable Law**” means all applicable legislation, statutes, directives, regulations, judgments, decisions, decrees, resolutions, orders, instruments, bylaws and other legislative measures or decisions having the force of law, treaties, conventions and other agreements between states, emirates or other national or supranational bodies, rules of common law, customary law and equity and all civil or other codes and all other laws of, or having effect in, the Kingdom or any other jurisdiction in which the Company has operations from time to time.

“**Articles**” has the meaning given in Clause 2.1(c) (*Incorporation*).

“**Associated Person**” means, in relation to any Person, a Person (including any director, officer, or employee) who performs services for or on behalf of that Person;

“**Audit Committee**” has the meaning given in Clause 6.5 (*Audit Committee*).

“**Audit Committee Charter**” means the charter of the Audit Committee to be recommended by the Board and approved by the General Assembly in respect of the responsibilities and authorities of the Audit Committee.

“**Auditor**” means the independent external auditor of the Company from time to time.

“**Base Value Date**” has the meaning given in Schedule 6 (*Fair Market Value*).

“**Big Four Firms**” means the Saudi-licensed affiliates or branches of the following firms:

- (a) PricewaterhouseCoopers (PwC);
- (b) Deloitte;
- (c) Ernst & Young; and
- (d) Klynveld Peat Marwick Goerdeler (KPMG).

“**Biodata**” means patient data or samples, or data, information or results generated therefrom.

“**Board**” has the meaning given in Clause 6.1(a) (*Board Composition*).

“**Board Observer**” has the meaning given in Clause 6.2(d) (*Board Meetings*).

“**Board Reserved Matters**” has the meaning given in Clause 6.4 (*Board Reserved Matters*).

“**Board Secretary**” has the meaning given in Clause 6.2(h) (*Board Meetings*).

“**Business**” means the following activities in the Kingdom or any other jurisdiction in which the Company has operations from time to time:

- (a) addressing the Kingdom’s national security through localizing the genomic testing, analysis and storage of blood, genetic information and tissue samples which are currently sent outside the Kingdom, by establishing a laboratory centre of excellence in the Kingdom for genetic and multiomic testing (including, without limitation, genomics, epigenomics, transcriptomics, proteomics and metabolomics);

- (b) developing the KSA Lab initially targeting outbound genomic tests, germ line and somatic, and potentially catering to Other GCC Member State send-outs and evolving to a leading global genomics diagnostic testing player;
- (c) establishing a leading clinical advanced diagnostics (CDx) offering for multiomics (including an ambition ultimately to provide companion diagnostics) through a broad menu of high medical value assays deployed through standardized, fully automated and easy-to-use solutions with rapid turnaround time, empowering physicians to make the right patient decisions quicker;
- (d) building national data registries and establishing and maintaining a globally recognized Biodata bank and bioinformatics local infrastructure for genomic research purposes, including in relation to rare and neurodegenerative diseases;
- (e) exchanging Biodata between the Company and NV, [***]; and
- (f) providing training capabilities to physicians and scientific collaborations with Saudi key opinion leaders.

“**Business Day**” means a day on which commercial banks are generally open for business in the Kingdom.

“**Business Plan**” means the applicable five-year rolling business plan of the Company approved in accordance with the provisions of this Agreement, the first of which is set out in Schedule 7 (*Initial Business Plan and Initial Budget*).

“**Call Option**” has the meaning given in Clause 14.3 (*Effect of Event of Default*).

“**Centogene BiodataBank**” means the Biodata bank owned and operated by Centogene GmbH, an Affiliate of NV.

“**CEO**” means the chief executive officer of the Company from time to time.

“**CFO**” means the chief financial officer of the Company from time to time.

“**CPI**” means the Consumer Price Index as published by the General Authority of Statistics of the Kingdom of Saudi Arabia, or any successor thereto.

“**Chairman**” has the meaning given in Clause 6.1(a) (*Board Composition*).

“**Commercial Agreements**” means the following agreements to be executed between the Company and NV or its applicable wholly-owned Affiliate:

- (a) Consultancy Agreement;
- (b) Lab Services Agreement; and
- (c) Technology Transfer and Intellectual Property License.

“**Companies Regulations**” means the Saudi Arabian Regulations for Companies promulgated by Royal Decree No. M/132 dated 01/12/1443H (corresponding to 30 June 2022) and any implementing regulations thereto, as may be amended or replaced from time to time.

“**Company**” has the meaning given in the preamble.

“**Compete**” means directly or indirectly owning, operating, controlling or participating in the ownership, management, operation or control of a business directly or indirectly competing with the Business and “**Competing**” and “**Competitor**” shall be construed accordingly.

“**Competition Regulations**” means the Saudi Competition Law promulgated under Royal decree No. (M/75) dated 29/06/1440H (corresponding to 6 March 2019) and its implementing regulation and guidelines, as amended and issued from time to time.

“**Confidential Information**” has the meaning given in Clause 19.1(a) (*Confidential Information*).

“**Conflict Matter**” has the meaning given in Clause 6.3 (*Conflicts of Interest*).

“**Conflicted Shareholder**” means the Shareholder which, or the Affiliate of which, is party to the relevant transaction, agreement or arrangement with the Company that has given rise to a Conflict Matter.

“**Conflicting Interest**” means an interest which shall exist in respect of any Manager in connection with any:

- (a) proposed or actual transaction, agreement or arrangement between the Company and (i) such Manager or (ii) any Connected Person of such Manager, whether entered into directly or indirectly through an agent, consultant or representative of such Manager or the Connected Person of such Manager; or
- (b) matter in respect of which (i) such Manager or (ii) any Connected Person of such Manager has an interest that is in conflict with the interest of the Company.

“**Connected Person**” means any Affiliate or Immediate Family Member of a Person.

“**Constitutive Documents**” means the Articles, MISA License and CR Certificate, as each may be amended from time to time.

“**Consultancy Agreement**” means that certain consultancy agreement between NV and PIC, in the form to be agreed in accordance with Clause 2.1(d).

“**Control**” means, in relation to any Person (being the “**Controlled Person**”), being:

- (a) entitled to exercise, or control the exercise of (directly or indirectly) more than fifty percent (50%) of the voting power at any general meeting of the shareholders, members or partners or other equity holders (and including, in the case of a limited partnership, of the limited partners of) in respect of all or substantially all matters falling to be decided by resolution or meeting of such Persons;
- (b) entitled to appoint or remove:
 - (i) directors on the Controlled Person’s board of directors or its other governing body (or, in the case of a limited partnership, of the board or other governing body of its general partner) who are able (in the aggregate) to exercise more than fifty percent (50%) of the voting power at meetings of that board or governing body in respect of all or substantially all matters;
 - (ii) any managing member of such Controlled Person; and/or
 - (iii) in the case of a limited partnership, its general partner; or

(c) entitled to exercise a dominant influence over the Controlled Person (otherwise than solely as a fiduciary) by virtue of the provisions contained in its constitutional documents or pursuant to an agreement with other shareholders, partners or members of the Controlled Person,

and “**Controlled**” or “**Controlling**” shall be construed accordingly.

“**Corporate Governance Manual**” means the corporate governance manual to be recommended by the Board and approved by the General Assembly in respect of the responsibilities and authorities of Board.

“**CR Certificate**” means the certificate of commercial registration of the Company issued by MoC.

“**Data Protection Policy**” has the meaning given in Clause 11.4 (*Data Protection*).

“**Deadlock Event**” has the meaning given in Clause 13.1 (*Deadlock*).

“**Deadlock Notice**” has the meaning given in Clause 13.2 (*Deadlock*).

“**Deadlock Resolution Deadline**” has the meaning given in Clause 13.3 (*Deadlock*).

“**Deed of Adherence**” means a deed of adherence substantially in the form attached at Schedule 5 (*Form of Deed of Adherence*).

“**Default Notice**” has the meaning given in Clause 14.2 (*Service of Default Notice*).

“**Default Recipient**” has the meaning given in Clause 14.3 (*Effect of Event of Default*).

“**Default Transferor**” has the meaning given in Clause 14.3 (*Effect of Event of Default*).

“**Defaulting Shareholder**” has the meaning given in Clause 14.1 (*Events of Default*).

“**Defaulting Shares**” has the meaning given in Clause 14.3 (*Effect of Event of Default*).

“**Disclosing Party**” has the meaning given in Clause 19.1(a) (*Confidential Information*).

“**Dispute**” has the meaning given in Clause 22.3 (*Jurisdiction*).

“**Disputing Parties**” has the meaning given in Clause 22.3 (*Jurisdiction*).

“**Distributions**” means each distribution made by the Company to a Shareholder with respect to such Shareholder’s Shares, whether in cash, property or securities of the Company and whether by liquidating distribution, dividend or otherwise.

“**Effective Date**” means the date of issuance of the Company’s first CR Certificate.

“**Encumbrance**” means any interest or equity of any person (including any right to acquire, option or right of pre-emption), any mortgage, charge, pledge, lien, assignment, hypothecation, security interest (including any created by Applicable Law), title retention or other security agreement or arrangement.

“**Event of Default**” has the meaning given in Clause 14.1 (*Events of Default*).

“**Excess Cash**” means, at any time of determination, the amount of cash as determined by the Board in its reasonable discretion to be available for distribution to the Shareholders

following its assessment of the factors and considerations set out in Clause 4.6 (*Dividend Policy*).

“**Exercising Non-Selling Shareholder**” has the meaning given in Clause 9.3 (*Right of First Refusal*).

“**Fair Market Value**” has the meaning given in Schedule 6 (*Fair Market Value*).

“**Financial Year**” means the financial year of the Company running from 1 January to 31 December, with the exception of the first financial year of the Company, which shall run from the Effective Date to 31 December 2024.

“**FMV Certificate**” has the meaning given in Schedule 6 (*Fair Market Value*).

“**GAC**” means the General Authority for Competition in the Kingdom.

“**GAC Review Period**” means the statutory ninety (90)-day review period commencing on the day immediately following the date of submission of the GAC application, provided GAC notifies the applicant that the reporting is complete, which such ninety (90)-day period may be extended by GAC by way of formal extension of such period, or of suspension of such period (in each case as extended or suspended in accordance with the Competition Regulations).

“**GCC**” means the Cooperation Council for the Arab States of the Gulf, consisting of the Kingdom, the Kingdom of Bahrain, State of Kuwait, State of Qatar, The United Arab Emirates and the Sultanate of Oman.

“**Other GCC Member State**” means each member state of the GCC, excluding the Kingdom.

“**General Assembly**” has the meaning given in Clause 8.1(a) (*Meetings of the General Assembly*).

“**Governmental Authority**” means any relevant government, local government, statutory or regulatory body, court, governmental authority, department, commission, board, agency or other instrumentality of the Kingdom or any other jurisdiction in which the Company has operations from time to time.

“**Immediate Family Member**” means with respect to any natural person, such person’s parents, spouse(s) or children, whether by birth or adoption.

“**Initial Budget**” has the meaning given in Clause 7.3(a) (*Annual Budget*).

“**Initial Business Plan**” has the meaning given in Clause 7.2(a) (*Business Plan*).

“**Insolvency Event**” means, in relation to a Person, any of the following:

- (a) it is unable to pay its debts as they fall due, admits an inability to do so or it otherwise suspends making payments on any of its debts;
- (b) an adjudication is made stating that it is bankrupt or insolvent, or the entry of an order for relief under applicable bankruptcy or any similar law;
- (c) the making by it of a general assignment for the benefit of creditors;
- (d) the commencement by it of a voluntary case or other proceedings seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect, or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official over it or any

substantial part of its property, or consent to any such relief or to the appointment of or taking of possession by any such official in an involuntary case or other proceedings commenced against it; or

- (e) the commencement against it of an involuntary case or other proceedings seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official over it or any substantial part of its assets or property, such involuntary case or other proceedings remaining undismitted or unstayed for a period of sixty (60) Business Days.

“**IPO**” has the meaning given in Clause 12 (*Initial Public Offering*).

“**Kingdom**” means the Kingdom of Saudi Arabia.

“**KSA Individual**” means any individual whose testing was ordered by a physician based in the Kingdom, irrespective of the individuals’ citizenship or country of residence.

“**KSA Lab**” means a laboratory facility to be located in Riyadh, the Kingdom, and operated in accordance with Applicable Law with the intention that it becomes an Accredited, globally recognized, commercially driven genomics wet and dry lab.

“**Lab Services Agreement**” means that certain lab services agreement between NV and PIC, in the form to be agreed in accordance with Clause 2.1(d).

“**Loan Agreement**” means the loan agreement (including the Terms and Conditions attached thereto) to be executed by PIC and NV, in Agreed Form, subject to any modifications as mutually agreed between PIC and NV, as enclosed under Schedule 9.

“**Lock-Up Period**” has the meaning given in Clause 9 (*Restrictions on Transfer*).

“**Long-Stop Date**” means the date falling one hundred and twenty (120) days after the Signing Date, or such later date as the Shareholders may agree in writing.

“**Losses**” means all out-of-pocket losses, liabilities, damages, claims, demands, proceedings, expenses and penalties actually incurred, including the reasonably and properly incurred costs and expenses of any legal counsel or other professional advisor (which shall not include any indirect, consequential, or punitive losses or damages including loss of profit, revenue, business or anticipated savings, loss of goodwill, diminution in value or damage to reputation);

“**Managers**” has the meaning given in Clause 6.1(a) (*Board Composition*).

“**Material Adverse Change**” means, means any change, event, effect, state of facts or occurrence arising after the date of this Agreement that, individually or in the aggregate with any other change, event, effect, state of facts, or occurrence, has had or would reasonably be expected to have a material adverse effect on (a) the assets, liabilities, results of operations, financial condition or business of NV and its Controlled Affiliates taken as a whole, or (b) the ability of NV and its Controlled Affiliates to perform its obligations in connection with the transactions contemplated by the Transaction Documents, in the case of each of (a) and (b), excluding any effect resulting from (A) any failure, in it of itself, by NV to maintain compliance with the minimum bid price, minimum stockholders’ equity or minimum market value of publicly-held securities requirement of The Nasdaq Stock Market LLC (it being understood that the facts or causes underlying or contributing to such failure, including, without limitation, any decline in stockholders’ equity, may be considered in determining

whether a Material Adverse Change has occurred unless otherwise excluded pursuant to any of the other clauses of this definition) or (B) any “going concern” or similar qualification in the audit report prepared in connection with the financial statements for the NV and its Controlled Affiliates.

“**Material Breach**” means:

- (a) a material breach by any Party of the obligations set out under Clauses 9 (*Restrictions on Transfer*), 10 (*Restrictive Covenants*), 11.2(a) (*Anti-Corruption Laws*) or 18 (*Representation and Warranties*); or
- (b) a material breach by NV of the provisions of the Commercial Agreements.

“**Material Opportunity**” means the opportunity to enter into any agreement in any Other GCC Member State for the provision of services related to the Business with prospective clients or government entities, the value of which exceeds [***].

“**Maximum Offering Size**” means the largest aggregate number of Shares which can be sold without having a material adverse effect on such offering, as determined by the IPO advisors and approved by the Board.

“**MISA License**” means the foreign investment license of the Company to be issued by the Ministry of Investment of the Kingdom.

“**MoC**” means the Ministry of Commerce of the Kingdom.

“**Nomination and Remuneration Committee**” has the meaning given in Clause 6.6 (*Nomination and Remuneration Committee*).

“**Nomination and Remuneration Committee Charter**” means the charter of the Nomination and Remuneration Committee, setting out its authorities and procedures, to be approved by the Board.

“**Non-Compete**” has the meaning given in Clause 10.3 (*Restrictive Covenants*).

“**Non-Defaulting Shareholder**” has the meaning given in Clause 14.1 (*Events of Default*).

“**Non-Defaulting Shares**” has the meaning given in Clause 14.3 (*Effect of Event of Default*).

“**Non-Selling Shareholders**” has the meaning given in Clause 9.3 (*Right of First Refusal*).

[***]

“**NV Change of Control**” means (i) that a Person who has Control of NV ceases to do so; or (ii) that a Person obtains Control of NV; *provided, however,* that a NV Change of Control shall be deemed not to have occurred if, following such cessation or obtaining, NV does not materially breach this Agreement and the Commercial Agreements.

“**NV’s Existing Clients**” means any Person in the Kingdom to whom NV and/or any of its Affiliates is currently providing products or services and any registered user on NV’s online ordering portal (CentoPortal) as of the date of this Agreement as identified in Schedule 8 (*Existing NV Clients and Contracts*).

“**NV’s Existing Contracts**” means the existing contracts between NV and/or any of its Affiliates and NV’s Existing Clients in the Kingdom, whether in the form of a framework or distribution agreement or NV’s current or former terms & conditions as identified in Schedule 8 (*Existing NV Clients and Contracts*).

“**Offer Period**” has the meaning given in Clause 9.3 (*Right of First Refusal*).

“**Offer Price**” has the meaning given in Clause 9.3 (*Right of First Refusal*).

“**Party**” has the meaning given in the recitals to this Agreement.

“**Permissions**” means necessary licenses, rights, approvals and/or permissions.

“**Permitted Transferee**” means, in respect of a Shareholder, any transferee that is a wholly owned direct or indirect subsidiary of (a) such Shareholder; or (b) a parent that owns 100% of such Shareholder.

“**Person**” means any individual, corporation, sole proprietorship, limited liability company, partnership, joint venture, association, joint stock company, fund, trust, unincorporated organisation or Governmental Authority.

“**Preemptive Rights Agreement**” means the pre-emptive rights agreement to be executed by NV and PIC, in Agreed Form as enclosed under Schedule 11.

“**Public Official**” means: (a) any officer, employee or representative of any regional, federal, state, provincial, county or municipal government or government department, agency or other division; (b) any officer, employee or representative of any commercial enterprise that is owned or controlled by a government; (c) any officer, employee or representative of any public international organization; (d) any person acting in an official capacity for any government or government entity, enterprise or organization identified above; and (e) any political party, party official or candidate for political office.

“**Put Option**” has the meaning given in Clause 14.3 (*Effect of Event of Default*).

“**Qualified Institution**” means any of the Big Four Firms (other than the Big Four Firm that is then serving as the Auditor), or a reputable international investment bank, *provided, in each case*, that such institution is (i) accredited by the Saudi Organization for Certified Public Accountants (SOCPA), (ii) accredited by the Saudi Authority for Accredited Valuers (TAQEEM) and (iii) does not have a material relationship with any Shareholder in connection with the transactions contemplated under this Agreement or any Commercial Agreement.

“**Receiving Party**” has the meaning given in Clause 19.1(a) (*Confidential Information*).

“**Registration Rights Agreement**” means the registration rights agreement to be executed by NV and PIC, in Agreed Form as enclosed under Schedule 10.

“**Relevant Indemnity Proportion**” means:

- (a) 100%, in respect of a Loss suffered or incurred by PIC; and
- (b) x% in respect of a Loss suffered or incurred by the Company, where ‘x’ is PIC’s Shareholding in the Company at the time when the Company or PIC serves notice on NV of a claim in respect of such Loss.

“**Remuneration Policy**” means the policy to be recommended by the Board and approved by the General Assembly in respect of the remuneration of Managers and members of the Audit Committee and any other committees of the Board.

“**Representatives**” has the meaning given in Clause 19.1(a) (*Confidential Information*).

“**Required Cash Balance**” means, as of any time of determination, an amount of cash and cash equivalents equal to the amount necessary to pay any and all interest payments that will

become due and payable on the Company's then outstanding indebtedness during the twelve (12) month period following the time of determination.

"Restricted Person" means any Person who is not an existing Shareholder and:

- (a) who is subject to an ongoing Insolvency Event;
- (b) who is not of good business repute or with respect to whom all 'Know Your Customer Requirements' of the Company and/or by each Shareholder which is required, by Applicable Law, to apply such requirements, have not been satisfactorily completed;
- (c) who is, or who is Controlled by or acting on behalf of, a Person on any list of targeted persons issued under any trade, economic or financial sanctions or export control laws administered by the Kingdom, the United States, the European Union, the United Kingdom, the United Nations or any governmental institution or agency of any of the foregoing, including the United States' Office of Foreign Assets Control, the United Kingdom's Office of Financial Sanctions Implementation or His Majesty's Treasury or the United Nations Security Council (each a **"Trade Law"**);
- (d) whose primary residence is in or who is incorporated or organized under the laws of a country or territory:
 - (i) subject to comprehensive sanctions or any export, import, financial or investment embargo under any Trade Law (a **"Sanctioned Country"**); or
 - (ii) with which the Kingdom does not maintain official diplomatic relations (an **"Unfriendly Country"**);
- (e) is a national government, or a political subdivision, of any Sanctioned Country or Unfriendly Country;
- (f) is a ministry, department, authority, or statutory corporation of, or any corporation or other entity (including a trust), owned or Controlled directly or indirectly by the national government, or is a political subdivision, of any Sanctioned Country or Unfriendly Country; or
- (g) is directly or indirectly owned or Controlled by, or acting on behalf of, any of the foregoing.

"ROFO Agreement" means the right of first offer agreement to be executed by PIC, DPE Deutschland II A GmbH & Co. KG, DPE Deutschland II B GmbH & Co. KG, Careventures Fund II S.C.Sp, TVM Life Science Innovation I, L.P and TVM Life Science Innovation II SCS, in Agreed Form as enclosed under Schedule 12.

"ROFR Exercise Notice" has the meaning given in Clause 9.3 (*Right of First Refusal*).

"Sale Notice" has the meaning given in Clause 9.3 (*Right of First Refusal*).

"Sale Shares" has the meaning given in Clause 9.3 (*Right of First Refusal*).

"SAR" means the Saudi Riyal, the lawful currency of the Kingdom.

"Selling Shareholder" has the meaning given in Clause 9.3 (*Right of First Refusal*).

"Senior Representatives" means:

- (a) in respect of PIC, the then chairman of PIC; and

(b) in respect of NV, the then chairman of the supervisory board of NV.

“**Shareholder Reserved Matters**” has the meaning given in Clause 8.2(b) (*Decisions of the General Assembly*).

“**Shareholders**” has the meaning given in the recitals to this Agreement.

“**Shareholding**” means, in respect of any Shareholder at any time, the amount (expressed as a percentage) equal to (a) the aggregate number of Shares owned by such Shareholder at such time *divided by* (b) the aggregate number of Shares owned by all Shareholders at such time.

“**Shares**” means shares in the capital of the Company, as the same may be issued from time to time in accordance with the Articles and this Agreement.

“**Signing Date**” means the date of this Agreement.

“**Specified Employees**” has the meaning given in Clause 10.5 (*Restrictive Covenants*).

“**Tag-Along Offer**” has the meaning given in Clause 9.4(a) (*Tag-Along Right*).

“**Tag-Along Sale**” has the meaning given in Clause 9.4(a) (*Tag-Along Right*).

“**Tag-Along Seller**” has the meaning given in Clause 9.4(b) (*Tag-Along Right*).

“**Tag-Along Shares**” has the meaning given in Clause 9.4(a) (*Tag-Along Right*).

“**Tax**” and “**Taxes**” means all forms of taxation (including any Zakat, income taxes, capital gains tax, property taxes, real estate transaction taxes, transfer taxes, withholding taxes, value-added taxes, social insurance contributions, duties and other taxes and governmental charges, assessments or levies of any kind), including any fines, penalties and interest imposed in relation to delayed payment or non-payment of any of the foregoing imposed or levied on the Company by any Tax Authority in the Kingdom or any other jurisdiction in which the Company has operations from time to time.

“**Tax Authority**” means any relevant government, state or municipality or any local, state, federal or other fiscal, revenue, customs or excise authority, body or official that is competent to or responsible for managing, collecting, imposing, assessing or enforcing the relevant Tax or any similar competent authority and relevant ministry in the Kingdom (including ZATCA) or any other jurisdiction in which the Company has operations from time to time.

“**Technology Transfer and Intellectual Property License**” means that certain license agreement between NV and PIC, in the form to be agreed in accordance with Clause 2.1(d).

“**Transaction Documents**” means, collectively, this Agreement, the Commercial Agreements, the Loan Agreement, the Registration Rights Agreement, the Preemptive Rights Agreement and the ROFO Agreement.

“**Transfer**” has the meaning given in Clause 9.1(a) (*Transfer Restrictions*).

“**Transition Period End Date**” has the meaning given in Clause 10.2 (*Restrictive Covenants*).

“**Vice-Chairman**” has the meaning given in Clause 6.1 (*Board Composition*).

“**Zakat**” means the applicable Zakat as prescribed by ZATCA.

“**ZATCA**” means the Zakat, Tax and Customs Authority of the Kingdom and any of its committees, including the Tax Violations and Disputes Resolution Committee and the Tax Violations and Disputes Appellate Committee.

1.2 Interpretation

In this Agreement, except to the extent that the context otherwise requires:

- (a) a reference to an enactment or regulation shall include a reference to any subordinate law, decree, resolution, order or the like made under the relevant enactment or regulation and is a reference to that enactment, regulation or subordinate law, decree, resolution, order or the like as from time to time amended, consolidated, modified, re-enacted or replaced;
- (b) the table of contents and headings are for convenience of reference only and shall not affect the interpretation of this Agreement;
- (c) words and terms importing the plural include the singular and vice versa;
- (d) words importing gender include all genders;
- (e) references to years, quarters, months, days and the passage of time shall be construed in accordance with the Gregorian calendar;
- (f) unless otherwise specified, references to Clauses, paragraphs, sub-paragraphs and Schedules are references to Clauses, paragraphs and sub-paragraphs of, and Schedules to, this Agreement;
- (g) unless otherwise specified, references to any document or agreement, including this Agreement, shall be deemed to include references to such document or agreement as amended, modified, supplemented or replaced from time to time in accordance with its terms and (where applicable) subject to compliance with the requirements set out herein;
- (h) a reference to any Party shall include its successors and permitted assigns;
- (i) other than in relation to this Clause, the words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”; and
- (j) each of the Schedules hereto shall form an integral part of this Agreement and shall have effect as if set out herein.

2. INCORPORATION

2.1 Incorporation of the Company shall be conditional on the following conditions (the “**Conditions**”) having been fulfilled in accordance with this Agreement on or prior to the Long-Stop Date:

- (a) the MISA License having been obtained;
- (b) GAC’s approval or non-objection having been unconditionally granted by GAC (or expiry of the GAC Review Period without a decision having been taken by the GAC) with respect to the contemplated economic concentration activity pursuant to the Competition Regulations;
- (c) the Articles of Association of the Company (“**Articles**”) being in Agreed Form, having been approved by MoC;

- (d) the Commercial Agreements being in Agreed Form;
- (e) draft consent forms to be adopted by NV on a going-forward basis for the processing of patient data relating to KSA Individuals being in Agreed Form;
- (f) the Parties having carried out a Tax assessment in relation to their participation in the Company and NV's services under the Commercial Agreement and having agreed and reflected the Tax treatment under an addendum to this Agreement;
- (g) the necessary corporate and regulatory authorizations to incorporate the Company having been obtained by the Parties;
- (h) no Material Adverse Change having occurred since the Signing Date which is continuing;
- (i) [***]; and
- (j) any other step required by the Applicable Law and the Governmental Authorities to incorporate the Company in the Kingdom having been completed in accordance with the terms of this Agreement.

2.2 The Parties agree that PIC shall be responsible for liaising with all Governmental Authorities in the Kingdom (including GAC and MoC) for the purposes of submitting any filings, fulfilling the Conditions and completing the incorporation process. The Parties shall reasonably cooperate with each other by making available all reasonably necessary documents to prepare the requisite government applications and to make and effect any further notices, filings, registrations or recordings required by Applicable Law or any Governmental Authority, in a timely manner and in accordance with any time limits or forms so required.

2.3 The Shareholders shall use their reasonable efforts to ensure that the Conditions are fulfilled as soon as reasonably practicable after the Signing Date (including by using their reasonable efforts to negotiate the final forms of the Commercial Agreements in good faith). If any of the Conditions are not satisfied by the Long-Stop Date, this Agreement shall be terminated in accordance with Clause 16 (*Term and Termination*).

2.4 The fees, costs and expenses incurred in connection with the satisfaction of the Conditions shall be initially borne by PIC and reimbursed by the Company upon its incorporation.

2.5 Subject to the following steps occurring in chronological order, as soon as reasonably practicable after the last of the Conditions has been satisfied, the Shareholders shall procure that the following actions shall be carried out :

- (a) execution of the Articles in Agreed Form before a competent notary public in the Kingdom;
- (b) execution by PIC and NV of the Loan Agreement, Registration Rights Agreement and Preemptive Rights Agreement;
- (c) execution by PIC, DPE Deutsche Private Equity Gesellschaft mbH, Careventures Fund II S.C.Sp, and TVM Life Science Innovation I, L.P. of the ROFO Agreement.
- (d) advance by PIC of the loan being made under the Loan Agreement in accordance with its terms;
- (e) execution by the Company and NV of the Commercial Agreements;

- (f) execution of a Shareholders' resolution appointing the Managers in accordance with the provisions of this Agreement;
- (g) issuance of the commercial registration certificate evidencing the incorporation of the Company; and
- (h) opening of a bank account in the name of the Company and deposit of the share capital of the Company, with each of PIC and NV contributing the nominal value in SAR set out against the applicable Shareholder's name, and in exchange for the number of shares similarly identified, in Clause 4.1 (*Share Capital of the Company*).

2.6 As soon as reasonably practicable following the Effective Date, and in any event within five (5) days from the Effective Date, the Shareholders shall procure that:

- (a) the Company shall execute and deliver to each of the Shareholders a joinder in the form set out in Schedule 1 (*Form of Joinder*), whereupon the Company shall be bound by the terms hereof to the same extent as if it had executed and delivered this Agreement as of the date hereof; and
- (b) the Company and NV shall execute the Commercial Agreements in the Agreed Form.

3. THE COMPANY AND ITS BUSINESS

3.1 Legal Form

The Company shall be incorporated in the Kingdom in the form of a limited liability company. Any change to the legal form of the Company shall require the consent of each Shareholder as a Shareholder Reserved Matter. Each Party hereby agrees that, in the event that each of the Shareholders agree to change the legal form of the Company, such change in the legal form of the Company will not be effected in a manner that would negatively affect the governance or minority rights of any Shareholder hereunder (whether in relation to Board representation or any other rights) as of immediately prior to such change in legal form, and each Party will take all steps necessary to ensure that the constitutional documents of the successor Company (as revised to reflect such change in legal form) mirror as closely as possible the rights, powers, privileges and remedies conferred upon the Parties by this Agreement, in each case to the maximum extent permitted under Applicable Law.

3.2 Legal Name

The name of the Company shall be mutually agreed by the Shareholders prior to the incorporation of the Company and shall be approved by MoC.

3.3 Business of the Company

- (a) Subject to the Company obtaining and maintaining the necessary licenses and permits from the relevant Governmental Authorities, the Company shall engage, directly or indirectly, in the Business in accordance with the applicable Annual Budget, Business Plan and Applicable Law.
- (b) The Company shall engage in such lawful transactions and business activities as are in furtherance of and in connection with its Business, as determined by the Shareholders or the Board from time to time, in each case, in accordance with this Agreement.
- (c) The Company shall have any and all powers necessary to carry out the purposes of the Company and the conduct of its Business.

3.4 General Principles

Subject to the express terms and conditions of this Agreement:

- (a) the Shareholders shall procure that the Company shall conduct its Business in such a manner as is reasonably expected to maximise its goodwill and financial value;
- (b) each Shareholder shall use its reasonable efforts to procure that the Company shall conduct its Business for the benefit of the Company and not for the benefit of any Shareholder;
- (c) the Shareholders shall use their respective reasonable efforts to procure that the Company shall comply in all material respects with all Applicable Law, and shall comply in full and in all respects with the Articles and this Agreement; and
- (d) the Shareholders shall use their respective reasonable efforts to procure that the Company shall do or cause to be done all things necessary to obtain and maintain in full force and effect all authorizations issued by any Governmental Authority which may at any time be required under Applicable Law to enable the Company to conduct the Business in accordance with this Agreement and the Articles.

3.5 Relationship of Parties

Except as expressly provided by this Agreement, nothing herein or therein shall be construed to authorise any Party to act as the agent of any other Party, nor to permit any Party to act on behalf of or bind any other Party, nor to give any Party the authority to act for, or to assume or incur any obligations or liabilities on behalf of, any other Party.

4. SHARE CAPITAL OF THE COMPANY

4.1 Subject to Clause 4.2, at the Effective Date, the entire issued share capital of the Company shall be apportioned among, and legally and beneficially owned by, the Shareholders as follows:

No.	Name of Shareholder	Number of Shares	Nominal Value of Shares (SAR)	Percentage (%)
1.	PIC	80,000	80,000,000.00	80
2.	NV	20,000	20,000,000.00	20
TOTAL		100,000	100,000,000.00	100

4.2 NV's obligation to contribute its portion of the initial share capital of the Company is conditioned upon the receipt by NV of the proceeds of the Loan Agreement.

4.3 After the Effective Date, the share capital of the Company may be revised from time to time but only in accordance with the terms of this Agreement.

4.4 Subject to Clause 5.1 (*Further Funding of the Company*) and unless otherwise agreed in writing by each Shareholder, if the Shareholders at any time mutually agree in writing to increase the share capital of the Company, the Shares resulting from such share capital increase shall be allotted *pro rata* to the then-existing Shareholdings.

4.5 No Person not a Party to this Agreement may be allotted new Shares issued as part of a share capital increase unless such Person shall have first executed a Deed of Adherence.

4.6 Dividend Policy

- (a) The Company shall not make any Distribution prior to the Accreditation.
- (b) Following the Accreditation, and subject to Applicable Law and Clause 8.2(b) (*Decisions of the General Assembly*), the Company shall make Distributions of the maximum available Excess Cash to the Shareholders from time to time as recommended by the Board. In determining the amount of Excess Cash available for Distribution, the Board shall consider:
 - (i) the Business Plan then in effect, including the amount of cash and cash equivalents anticipated to be required to satisfy the capital expenditure and working capital needs of the Company and any other investment contemplated by the Business Plan;
 - (ii) any restrictions upon the making of any Distributions pursuant to any third-party lending agreements to which the Company is a party;
 - (iii) the Required Cash Balance;
 - (iv) the amount of cash and cash equivalents necessary or desirable in respect of any reserves, liabilities (contingent or otherwise), investments or extraordinary items;
 - (v) the long-term investment needs of the Company; and
 - (vi) any other factors or circumstances in its reasonable discretion.
- (c) The Board shall not recommend, and the Company shall not make, any Distribution to any Shareholder at any time if, after giving effect to such Distributions, the amount of cash and cash equivalents of the Company, taken as a whole, would be less than the Required Cash Balance.

4.7 Pro Rata Distributions

Distributions by the Company in respect of the Shares shall be made to each Shareholder in accordance with its Shareholding as of the date of the declaration of such Distribution.

5. FUNDING OF THE COMPANY

5.1 Further Funding of the Company

The Shareholders agree to procure that, as the Business of the Company develops, the cash requirements of the Company for its day-to-day operations shall be met to the greatest extent possible from its paid-in share capital and operating cash flow, but that if additional funding is required, it shall, subject to obtaining the necessary approvals pursuant to this Agreement and the Articles, be obtained in accordance with the following priorities, unless otherwise agreed in writing by the Parties:

- (a) *first*, to the extent achievable on commercially reasonable terms, from monies borrowed by the Company from licensed third-party banks or other financial institutions, *provided that* no Shareholder will be required to provide any guarantees on behalf of the Company under any loan or facility agreement;
- (b) *second*, by way of interest-bearing loans from the Shareholders at the election of the Shareholders, *provided that* any indebtedness to be raised from the Shareholders shall be on arm's-length terms and on a *pro rata* basis; and

- (c) *third*, by way of equity contributions by the Shareholders pursuant to a share capital increase at par value in accordance with the Articles and Applicable Law (it being understood that such equity contributions shall dilute the Shareholding of any non-subscribing Shareholder(s)).

5.2 Use of Proceeds

The Company shall procure that the proceeds from the initial capital contribution or any subsequent capital contribution are used in accordance with the then-applicable Business Plan. The Company shall not use the proceeds from the initial capital contribution or any subsequent capital contribution to implement any dividend, stock repurchase or buy-back or other distribution to Shareholders except pursuant to, and in accordance with the provisions of, this Agreement.

5.3 Accumulated Losses

Without prejudice to any Shareholder Reserved Matter, if, at any time, the Company's accumulated losses reach or exceed fifty percent (50%) of its share capital, the Company shall undertake the necessary procedures in accordance with Applicable Law.

6. MANAGEMENT OF THE COMPANY

6.1 Board Composition

- (a) The board of managers of the Company (the "**Board**") shall be responsible for the overall management and supervision of the Company. The Board shall consist of five (5) managers (each a "**Manager**" and together, the "**Managers**"), including the chairman of the Board (the "**Chairman**") and the vice-chairman of the Board (the "**Vice-Chairman**"), to be appointed, removed and replaced as follows:

- (i) PIC shall be entitled to appoint, remove and replace four (4) Managers, including the Chairman; and
- (ii) NV shall be entitled to appoint, remove and replace one (1) Manager, including the Vice-Chairman,

provided that in the event that there is any change in the Shareholding of any Shareholder after the Effective Date, the composition of the Board shall be determined as follows:

- (x) in the case of NV, and if NV's Shareholding is less than 20%, NV shall nevertheless be entitled to appoint, remove and replace one (1) Manager for so long as it maintains a Shareholding in the Company of at least 15% (or, for so long as the Consultancy Agreement remains in full force and effect, 10%), and
- (y) in all other cases (including in respect of NV, if NV's Shareholding is equal to or greater than 20%), each Shareholder shall be entitled to appoint, remove and replace one (1) Manager for each whole 20% Shareholding in the Company,

and each Shareholder agrees that it shall vote all of its Shares and take all other necessary action (including causing the Company to call a General Assembly, if necessary) in order to ensure that the composition of the Board is as set out in this Clause 6.1(a).

- (b) Any appointment, removal or replacement of a Manager by the relevant Shareholder shall be effected by serving a written notice on the Company and sending a copy of the written notice to each other Shareholder. The Company and each Shareholder shall take such further actions as are necessary to effect the appointment, replacement or removal of Managers in accordance with the provisions of this Agreement, including to procure the issuance of an amended certificate of commercial registration of the Company reflecting any change in the composition of the Board.
- (c) No Shareholder shall appoint any Restricted Person as a Manager. In the event that any Manager becomes a Restricted Person, any Shareholder shall be entitled to require the Shareholder which appointed that Manager to remove that Manager within five (5) Business Days' of notice in writing requesting such removal. The Shareholder required to effect such removal shall be entitled to appoint another Manager in the place of any Manager so removed, *provided that* any such replacement Manager is not a Restricted Person.
- (d) The Company shall be responsible for payment of any remuneration to the Managers, including any reasonable travel, accommodation and other out-of-pocket expenses incurred by them in connection with carrying out their duties in accordance with the Remuneration Policy.
- (e) A Shareholder whose appointed Manager has either been removed or resigned shall fully indemnify and hold harmless each other Shareholder and the Company against all costs, damages or expenses incurred by any such Shareholder and/or the Company in respect of any claim made by such Manager as a result of such removal or resignation (other than any claim for payment by the Company of outstanding expenses pursuant to Clause 6.1(c) above).
- (f) Each Shareholder shall use its reasonable efforts to cause its appointed Manager or Managers, in the discharge of their duties, to be committed to the goals, objectives and interests of the Company, to actively support the policies and interests of the Company and to oversee the management of the Company in accordance with the relevant Annual Budget and Business Plan. Notwithstanding the foregoing, and to the fullest extent permitted by Applicable Law, no Shareholder shall have any liability under this Agreement to any other Shareholder or the Company as a result of appointing any Manager, nor for any action or omission by such Person in his or her capacity as a Manager (save to the extent that such action or omission by a Manager nominated for appointment by such Shareholder causes the Shareholder to be in breach of this Agreement).

6.2 Board Meetings

- (a) The Board shall hold a regularly scheduled meeting at least once every calendar quarter, and, in any event, as often as is necessary to discharge its duties. Board meetings shall be held at the principal place of business of the Company or at such other location as may be decided by the Board.
- (b) The Chairman shall circulate to the Managers a notice for each Board meeting at least ten (10) Business Days in advance of such meeting and shall circulate a proposed agenda for each Board meeting and copies of any relevant papers to be discussed at the meeting at least five (5) Business Days in advance of such meeting.
- (c) The quorum for meetings of the Board shall be three (3) Managers, including at least two (2) Managers nominated by PIC and one (1) Manager nominated by NV. If within one (1) hour of the time appointed for a Board meeting a quorum is not present, the meeting shall stand adjourned to the same time and place three (3)

Business Days after the intended date of the original meeting (or such other period, time and place as the Managers may unanimously agree), and the quorum at any such adjourned meeting shall be:

- (i) for any meeting at which any Board Reserved Matter will be voted upon, at least two (2) Managers nominated by PIC and one (1) Manager nominated by NV, *provided that* if such quorum is not present following two (2) successive adjournments, a Deadlock Event shall be deemed to have occurred in relation to the Board Reserved Matters that were to be voted upon and the Shareholders shall seek to resolve such Deadlock Event in accordance with the procedures specified in Clause 13 (*Deadlock*); and
 - (ii) for any meeting at which no Board Reserved Matter will be voted upon, any three (3) Managers present at the time when the relevant business is transacted.
- (d) For so long as a Shareholder is entitled to appoint a Manager in accordance with Clause 6.1(a) (or alternatively, and in the case of NV only, for so long as the Consultancy Agreement remains in full force and effect regardless of its Shareholding in the Company), such Shareholder shall also have the right to appoint one (1) observer (each a “**Board Observer**”) to attend all meetings of the Board (or any committee thereof). Any notices, agendas, papers, and other communications to the Board shall also be provided to each such Board Observer in the same manner and at the same time as the same is provided to the Managers. Each Board Observer shall have the right to participate in discussions, but no Board Observer shall have the right to vote at any meeting of the Board (or any committee thereof) nor shall any Board Observer be considered for purposes of establishing the quorum required for any such meeting.
- (e) A quorum must be present at the beginning of and throughout each meeting of the Board.
- (f) Quorum shall be met by a Manager attending a Board meeting in person or by means of telephone conference, web conference, videoconference or similar communications equipment whereby all persons participating in the meeting can hear each other and such participation shall constitute presence in person and the Company shall at all times maintain adequate facilities and provide such assistance as may be reasonably necessary to permit such participation by any Manager at any meeting of the Board or any committee thereof.
- (g) Each Manager shall be entitled (subject to Applicable Law) to appoint any other Manager to be his or her alternate or proxy by serving a written notice to the Chairman in advance of the relevant meeting, and each alternate or proxy, as the case may be, shall have one (1) vote for every Manager whom he or she represents in addition to any vote of his or her own.
- (h) The Board shall appoint a Board secretary, who need not be a Manager (the “**Board Secretary**”). Minutes of meetings of the Board shall be recorded by the Board Secretary and circulated to the Managers and, if agreed, signed by each attending Manager. The agreed record of meetings, including any documents evidencing the adoption of resolutions, shall be filed by the Board Secretary in the minute book kept at the principal place of business of the Company and circulated to all Shareholders within fifteen (15) Business Days after the relevant meeting of the Board. The Chairman shall be authorized to issue extracts of Board resolutions and the minutes of any Board meeting.

- (i) The Articles shall at all times provide that the liability of each Manager shall be limited to the maximum extent permitted by Applicable Law.
- (j) Each Shareholder shall purchase and maintain or procure that there is purchased and maintained with a reputable insurer, insurance effective from and including the date of this Agreement, for or for the benefit of any person who is or was at any time a Manager of the Company, including insurance against, subject to Applicable Law, any liability incurred by or attaching to such Manager in respect of any act or omission in the actual or purported exercise of such Manager's powers, in each case from and including the date of this Agreement (or, if later, the date of appointment of such Manager), and/or otherwise in relation to such Manager's duties, powers or offices in relation to the Company (and all costs, charges, losses, expenses and liabilities incurred by such Manager in relation thereto).

6.3 Conflicts of Interest

- (a) Where any action is proposed to be taken or any matter is required to be considered by the Board in connection with: (i) the exercise (or potential exercise) of any rights by the Company under any transaction, agreement or arrangement it has entered into with any Shareholder (or any Affiliate of any Shareholder), or (ii) any dispute (or potential dispute) arising in connection with any such transaction, agreement or arrangement, whether or not such dispute involves or may involve formal proceedings (each, a "**Conflict Matter**"), including any Conflict Matter (A) under the Commercial Agreements entered into with NV or any of its Affiliates and (B) in connection with the Company's right of first refusal to expand to a GCC Member State as set out in Clause 10.3, the Manager (or Managers) appointed by the Conflicted Shareholder:
 - (i) shall be entitled to be present at any meeting of the Board at which the relevant Conflict Matter is discussed, presented or otherwise considered, and to participate in any such discussions; and
 - (ii) shall count towards the quorum at any such meeting of the Board; but
 - (iii) shall not be entitled to vote on any such Conflict Matter at any such meeting of the Board.
- (b) Each Manager shall, and each Shareholder shall use reasonable efforts to procure that its appointed Managers shall, fairly disclose the nature and extent of any Conflicting Interest in respect of any matter being considered by the Board:
 - (i) if the matter is to be considered at a meeting of the Board, in writing prior to such meeting and in the minutes of such meeting; or
 - (ii) if the matter is to be considered by way of a written resolution of the Board, in writing prior to the signing of such resolution and in the recitals to such resolution;

and that, in all cases, the relevant transactions are recorded in the minutes of the Board and presented to the General Assembly in its following meeting for ratification.

6.4 Board Decisions

- (a) All actions and decisions of the Board, other than actions and decisions with respect to any Board Reserved Matter, shall require the affirmative vote of at least a simple majority of the Managers present at a duly-convened and quorate meeting of the Board and entitled to vote on such matter or a unanimous written consent, in lieu of a

meeting of the Board, signed by each of the Managers. Each Manager shall have one (1) vote on each matter submitted to the Board. A resolution in writing which has been signed by each of the Managers, in one or more instruments, shall be effective on the date of the last signature thereto.

- (b) Decisions of the Board in respect of the matters set out in Schedule 2 (*Board Reserved Matters*) (the “**Board Reserved Matters**”) shall require the affirmative vote of the majority of Managers present at a duly-convened and quorate meeting of the Board and entitled to vote on such matter, including the affirmative vote of at least one (1) PIC-appointed Manager and one (1) NV-appointed Manager, or a unanimous written consent, in lieu of a meeting of the Board, signed by each of the Managers, in each case for so long as the relevant Shareholder is entitled to appoint at least one Manager in accordance with Clause 6.1 (*Board Composition*).
- (c) To the extent that the existence of a Conflicting Interest results in there not being sufficient votes to issue a Board decision, such matter shall be referred to the General Assembly for resolution.
- (d) The Company shall not, and the Shareholders shall procure that the Company does not, take any action (including any action by the Board) with respect to any Board Reserved Matter unless such action has been duly approved in accordance with this Clause 6.4.

6.5 Audit Committee

- (a) The Company shall have a General Assembly-appointed audit committee (the “**Audit Committee**”) consisting of three (3) members to be appointed as follows:
 - (i) PIC shall be entitled to appoint, remove and replace one (1) member;
 - (ii) NV shall be entitled to appoint, remove and replace one (1) member; and
 - (iii) PIC and NV shall jointly appoint, remove and replace one (1) member,

provided, in each case, that such members may not be executive Managers.
- (b) Any failure of PIC and NV to agree on the appointment, removal or replacement of the third member of the Audit Committee as contemplated by Clause 6.5(a)(iii) shall be deemed a Deadlock Event and the Shareholders shall seek to resolve such Deadlock Event in accordance with the procedures specified in Clause 13 (*Deadlock*).
- (c) The Audit Committee Charter shall be adopted in accordance with Clause 8.3 (*Post-Effective Date General Assembly*). The Audit Committee Charter, including the composition of the Audit Committee, shall be reviewed by the General Assembly, on a recommendation by the Audit Committee, on a periodic basis and in any case within a maximum of three (3) years from approval of the latest Audit Committee Charter.
- (d) The Chairman of the Audit Committee shall be the member jointly appointed by PIC and NV in accordance with Clause 6.5(a)(iii).

6.6 Nomination and Remuneration Committee

- (a) The Board may establish a nomination and remuneration committee (the “**Nomination and Remuneration Committee**”). If so established, the Nomination and Remuneration Committee will consist of three (3) members to be appointed as follows:

- (i) Managers nominated by PIC shall be entitled to appoint, remove and replace two (2) members, including the chairman of the Nomination and Remuneration Committee; and
 - (ii) Managers nominated by NV shall be entitled to appoint, remove and replace one (1) member.
- (b) If the Board establishes a Nomination and Remuneration Committee, the Board shall adopt the Nomination and Remuneration Committee Charter. The Nomination and Remuneration Committee Charter, including the composition of the Nomination and Remuneration Committee, shall be reviewed by the Board on a periodic basis and, in any case, within a maximum of three (3) years from approval of the latest Nomination and Remuneration Committee Charter.

6.7 Appointments

The executive management of the Company will be appointed as follows:

- (a) The CEO will be nominated by NV, approved by PIC and appointed by the Board;
- (b) The CFO will be nominated by PIC, approved by NV and appointed by the Board; and
- (c) All other key management roles will be appointed by the Board.

Any failure of a Shareholder to approve, or the Board to appoint, the CEO or the CFO pursuant to the foregoing Clauses 6.7(a) and 6.7(b), respectively, shall be deemed a Deadlock Event and the Shareholders shall seek to resolve such Deadlock Event in accordance with the procedures specified in Clause 13 (*Deadlock*).

6.8 Post-Effective Date Actions

The Shareholders shall procure that, as soon as reasonably practicable following the Effective Date, and in any event no later than ninety (90) calendar days thereafter, that the Board shall convene and issue resolutions in respect of the following matters:

- (a) adopting the Initial Business Plan in accordance with the provisions of Clause 7.2 (*Business Plan*);
- (b) adopting the Initial Budget in accordance with the provisions of Clause 7.3 (*Annual Budget*); and
- (c) adopting the Company delegation of authority matrix in the Agreed Form,

provided that the Company shall, during the period following the Effective Date and prior to the formal adoption by the Company of the Initial Business Plan and the Initial Budget pursuant to this clause 6.8, nevertheless operate in compliance with the Initial Business Plan and the Initial Budget for the duration of such period.

7. FINANCIAL REPORTING, BUSINESS PLAN AND ANNUAL BUDGET

7.1 Reporting

- (a) Each Shareholder shall have the right, with reasonable notice, to inspect the premises, financial records and reports and Tax filings of the Company from time to time. The Company shall provide such information and such access to premises at all reasonable times as any of the Shareholders shall reasonably require, including in relation to the

public reporting and periodic audit requirements of any such Shareholder (or any Affiliate of any such Shareholder).

- (b) Subject to Clause 18 (*Confidentiality*), each Shareholder agrees that the Manager(s) shall be entitled to pass any information relating to the Company and the Business to the Shareholders (including any Shareholder appointing such Manager (or any Person designated by such Shareholder)), and no Shareholder shall raise any objection to such passing of information nor allege any breach of any duty of confidence as a result of such action, *provided that* the disclosure of such information is not prohibited by Applicable Law or under the terms of any agreement with a third party.
- (c) The Company shall prepare its financial statements and management accounts: (i) in SAR; (ii) on a timely basis; and (iii) in accordance with Applicable Law and the Accounting Policies.
- (d) Each Shareholder shall be entitled to receive:
 - (i) the Company's audited annual financial statements, prepared under International Financial Reporting Standards, no later than ninety (90) calendar days following the end of the relevant Financial Year;
 - (ii) the Company's unaudited quarterly financial statements, prepared under International Financial Reporting Standards, no later than thirty (30) calendar days following the end of the relevant quarter;
 - (iii) the Company's monthly management and project accounts no later than thirty (30) calendar days following the end of each month, together with a rolling 13-week liquidity forecast;
 - (iv) a comprehensive annual cash report forecasting the Company's revenues, expenses and cash position on a month-to-month basis for the next succeeding Financial Year, and the anticipated source of those funds, no later than thirty (30) calendar days prior to the end of any Financial Year;
 - (v) any annual audit reports prepared by the Auditor, on a non-reliance, no liability basis;
 - (vi) access to the Company's books and records and management personnel to monitor and verify monthly business performance KPIs as outlined in the Business Plan;
 - (vii) Business Plan forecasts and projections that have been created for the Company's Board; and
 - (viii) customary periodic and other financial and tax information, and any other information of the Company generally, as either Party may reasonably request (including any such information as either Party may require in order to permit it to comply with its financial, stock exchange listing and tax reporting requirements from time to time).

7.2 Business Plan

- (a) The initial business plan for the Company covering a period of five (5) years commencing on the Effective Date and ending on 31 December 2027 as developed by the Parties and in Agreed Form is set out in Schedule 7 (*The Initial Business Plan and Initial Budget*) (the "**Initial Business Plan**").

- (b) Prior to the last Board meeting of the Financial Year ending on 31 December 2023 and in each subsequent Financial Year, the latest approved Business Plan shall be reviewed and, if required, updated by the CEO and CFO (working jointly). The Business Plan (with amendments or updates, if any) shall be reviewed and re-approved by the Board on an annual basis and, once approved by the Board, shall be subject to the approval of each of the Shareholders (as a Shareholder Reserved Matter).
- (c) Until any amendment or replacement to the Business Plan is approved by the Board and by each of the Shareholders (as a Shareholder Reserved Matter) the Company will continue to conduct and develop the Business in accordance with the Business Plan then in place or most recently approved by the Board and each of the Shareholders, modified as necessary (i) to permit compliance by the Company with its obligations under any contract entered into in compliance with the Business Plan applicable when such contract was entered into and (ii) to reflect inflation by the then current increase in CPI.

7.3 Annual Budget

- (a) The initial budget for the Company covering the period commencing on the Effective Date and ending on 31 December 2023 as developed by the Parties and in Agreed Form is set out in Schedule 7 (*The Initial Business Plan and Initial Budget*) (the “**Initial Budget**”).
- (b) During the last Board meeting of the Financial Year ending on 31 December 2023 and in each subsequent Financial Year, on the joint recommendation of the CEO and CFO, the Annual Budget for the following Financial Year shall be discussed and approved by the Board (as a Board Reserved Matter), *provided that* no Annual Budget, or any amendment thereto, shall represent a material deviation from the Business Plan as then in effect without the approval of each of the Shareholders.
- (c) If in any Financial Year a draft Annual Budget is not approved by the Board, the most recently approved Annual Budget or the Initial Budget (as the case may be) shall continue to apply (excluding, subject to Clause 7.3(c) below, the capital expenditure line items in such Annual Budget or the Initial Budget (as the case may be)), modified as necessary (i) to permit compliance by the Company with its obligations under any contract entered into in compliance with the Business Plan applicable when such contract was entered into; and (ii) to reflect inflation by the then current increase in CPI, unless and until a new Annual Budget is approved.
- (d) Any capital expenditure line items for a particular Financial Year which have been specifically budgeted for and approved for that Financial Year in a previously approved Annual Budget and/or in the Business Plan shall be deemed automatically approved in the Annual Budget of that Financial Year.

8. GENERAL ASSEMBLY

8.1 Meetings of the General Assembly

- (a) Meetings of the assembly of Shareholders (the “**General Assembly**”) shall be held annually, during the six (6) months following the end of the Company’s Financial Year, or more frequently as may be necessary for the Business or upon the request of any Shareholder holding a minimum of ten percent (10%) Shareholding. Meetings of the General Assembly shall be chaired by the Chairman. Meetings of the General Assembly shall be held at the principal place of business of the Company or at such other location as may be nominated by the Chairman and agreed by each Shareholder.

- (b) Each Shareholder shall have voting rights commensurate with its Shares in the Company.
- (c) The conduct of General Assembly meetings shall be carried out in accordance with the provisions of the Companies Regulations and the Articles.
- (d) The Chairman, or the Board Secretary on his behalf, shall circulate to all Shareholders a proposed agenda and copies of any relevant materials for each meeting of the General Assembly to the address and/or e-mail address notified to the Company for these purposes at least fifteen (15) Business Days in advance of such meeting, unless each of the Shareholders consents to shorter notice in writing and in accordance with Applicable Law.
- (e) Any Manager may from time to time by written notice to all Shareholders call for a meeting of the General Assembly (in addition to the scheduled meetings of the General Assembly) and propose the agenda for such meeting. The proposed agenda and copies of any relevant materials for any such meeting of the General Assembly shall be circulated to all Shareholders to the address and/or e-mail address notified to the Company for these purposes at least fifteen (15) Business Days in advance of such meeting, unless each of the Shareholders consents to shorter notice in writing and in accordance with Applicable Law.
- (f) Attendance (in person or by proxy or by conference telephone or similar communications equipment) of a Shareholder at a meeting of the General Assembly shall constitute a waiver of notice for such meeting, except where a Shareholder attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting was not lawfully called or convened.
- (g) Any Shareholder may add an item to the agenda for a meeting of the General Assembly by written notice to all Shareholders and the Company given not less than ten (10) Business Days before the meeting.
- (h) Unless each Shareholder otherwise agrees in any particular case, no business shall be transacted at any meeting of the General Assembly unless it is included in the agenda for such meeting.
- (i) The quorum for meetings of the General Assembly shall be the presence in person or by proxy of each of PIC and NV. If within one (1) hour of the time appointed for a meeting of the General Assembly a quorum is not present, the meeting shall stand adjourned to the same time and place three (3) Business Days after the date of the original meeting (or such other period, time and place as the Shareholders may unanimously agree), and the quorum at any such adjourned meeting shall be:
 - (i) for any meeting at which any Shareholder Reserved Matter will be voted upon, the presence in person or by proxy of each of PIC and NV, *provided that* if such quorum is not present following two (2) successive adjournments, a Deadlock Event shall be deemed to have occurred in relation to the Shareholder Reserved Matters that were to be voted upon and the Shareholders shall seek to resolve such Deadlock Event in accordance with the procedures specified in Clause 13 (*Deadlock*); and
 - (ii) for any meeting at which no Shareholder Reserved Matter will be voted upon, the presence in person or by proxy of the Shareholder(s) whose aggregate Shareholding is at least fifty percent (50%), *provided that* if such quorum is not present following two (2) successive adjournments, the quorum shall be the minimum quorum required under Applicable Law.

- (j) A quorum must be present at the beginning of and throughout each meeting of the General Assembly.
- (k) Quorum shall be met by a Shareholder attending a meeting of the General Assembly in person or by means of telephone conference, web conference, videoconference or similar communications equipment whereby all persons participating in the meeting can hear each other and such participation shall constitute presence in person and the Company shall at all times maintain adequate facilities and provide such assistance as may be reasonably necessary to permit such participation by any Shareholder at any meeting of the General Assembly.
- (l) Each Shareholder shall be entitled to appoint any other Shareholder to be its proxy by serving a written notice to the Chairman in advance of the relevant meeting of the General Assembly.
- (m) Minutes of meetings of the General Assembly shall be recorded by the Board Secretary and circulated to all Shareholders within five (5) Business Days after the relevant meeting of the General Assembly and the Shareholders shall provide any comments on the minutes of meeting within ten (10) Business Days thereafter. The Board Secretary shall keep, at the principal place of business of the Company, a record of the minutes of meetings of the General Assembly and every decision taken by the Shareholders.

8.2 Decisions of the General Assembly

- (a) Subject to the Articles and Applicable Law, all actions and decisions of the General Assembly, other than actions and decisions with respect to any Shareholder Reserved Matter, shall require the affirmative vote of Shareholders holding, in the aggregate, a simple majority of the Shares represented in a duly-convened and quorate meeting of the General Assembly or a unanimous written consent, in lieu of a meeting of the General Assembly, signed by each of the Shareholders. A resolution in writing which has been signed by each of the Shareholders, in one or more instruments, shall be effective on the date of the last signature thereto.
- (b) Decisions of the General Assembly in respect of the matters set out in Schedule 3 (*Shareholder Reserved Matters*) (the “**Shareholder Reserved Matters**”), shall require the affirmative vote of Shareholders holding, in the aggregate, a simple majority of the Shares represented in a duly-convened and quorate meeting of the General Assembly, including the affirmative vote of each of PIC and NV, or a unanimous written consent, in lieu of a meeting of the General Assembly, signed by each of the Shareholders, in each case for so long as the relevant Shareholder is entitled to appoint at least one Manager in accordance with Clause 6.1 (*Board Composition*).
- (c) The Company shall not, and the Shareholders shall procure that the Company does not, take any action (including any action by the Board) with respect to any Shareholder Reserved Matter unless such action has been duly approved in accordance with this Clause 8.2.

8.3 Post-Completion General Assembly

As soon as reasonably practicable after the Effective Date, a General Assembly shall be convened to formally approve the following matters:

- (a) appointment of the Auditor in accordance with Clause 20 (*Auditor*);

- (b) approval of the Audit Committee Charter in accordance with Clause 6.5 (*Audit Committee*); and
- (c) appointment of members of the Audit Committee in accordance with Clause 6.5 (*Audit Committee*).

9. RESTRICTIONS ON TRANSFER

9.1 Transfer Restrictions

- (a) Subject to Clause 9.2 (*Permitted Transfers*), no Shareholder may transfer, sell, pledge, assign or otherwise dispose of any of its Shares (each, a “**Transfer**”) unless:
 - (i) the transferee is not a Restricted Person; and
 - (ii) such disposal is made in compliance with Clause 9.3 (*Right of First Refusal*).
- (b) In addition, NV shall not make any Transfer to a third party until the later of (i) the fifth (5th) anniversary of the Effective Date and (ii) the date of Accreditation (the “**Lock-Up Period**”), *provided that* the lock-up restrictions set out in this Clause 9.1(b) shall fall away immediately (A) if at any time following the Accreditation, NV’s Shareholding falls below 10%; or (B) upon an IPO.

9.2 Permitted Transfers

Notwithstanding any other provision of this Agreement to the contrary, and to the extent permitted by Applicable Law, a Shareholder may, at any time and without any restrictions, Transfer all or part of its Shares to any Permitted Transferee, *provided that*:

- (a) such Shareholder shall give written notice to the Company and each other Shareholder detailing the identity and legal address of the Permitted Transferee;
- (b) if such Transfer is implemented during the Lock-Up Period, and to the extent that the relevant transferee ceases to be a Permitted Transferee during the Lock-Up Period, such Shareholder shall procure that the relevant Shares are Transferred back to it or to any other Permitted Transferee until the expiry of the Lock-Up Period.

9.3 Right of First Refusal

- (a) Subject to Clauses 9.1 (*Transfer Restrictions*), and save in relation to a Transfer permitted by Clause 9.2 (*Permitted Transfers*) or Clause 14.3 (*Effect of Event of Default*), if one or more Shareholders (the “**Selling Shareholder(s)**”) wish to Transfer any of its or their Shares (the “**Sale Shares**”) to any bona fide third party purchaser, then such Selling Shareholder(s) shall give notice in writing (the “**Sale Notice**”) to the Company and each other Shareholder (the “**Non-Selling Shareholders**”) indicating their intention to Transfer the Sale Shares and identifying the prospective purchaser and the beneficial owner(s) thereof, the number of Sale Shares and the terms of the offer received from the prospective purchaser, including the offer price (the “**Offer Price**”). Upon receipt of any Sale Notice, the Non-Selling Shareholder(s) shall have a period of thirty (30) days from the date of service of the Sale Notice (the “**Offer Period**”) to give notice in writing to the Selling Shareholder(s) and the Company of their intention to purchase from the Selling Shareholder(s), at the Offer Price, all (but not less than all) of the Sale Shares (a “**ROFR Exercise Notice**”), and the ROFR Exercise Notice shall be binding on the Selling Shareholder(s) and any Non-Selling Shareholder providing such a ROFR Exercise Notice (the “**Exercising Non-Selling Shareholders**”). If there is more than one Exercising Non-Selling

Shareholder within the Offer Period, then the Sale Shares shall be purchased by the Exercising Non-Selling Shareholders *pro rata* to their respective Shareholdings. The Exercising Non-Selling Shareholders, shall consummate the purchase of the Sale Shares as soon as reasonably practicable and in any event within ninety (90) days following the date of the relevant ROFR Exercise Notice (which period shall be extended if required in order for the relevant parties to obtain any required approval of any Governmental Authority). The Exercising Non-Selling Shareholders shall pay the Offer Price for the Sale Shares by wire transfer in immediately available funds to an account designated in writing by the Selling Shareholder at least five (5) Business Days prior to such wire transfer. Any costs, expenses, fees and transfer taxes payable in connection with such purchase shall be borne by the Exercising Non-Selling Shareholders. The Selling Shareholder shall not be required to make any representations or warranties to the Exercising Non-Selling Shareholder in connection with the sale of the Sale Shares, other than customary warranties related to authority, non-contravention, ownership and the ability to convey title to the Sale Shares.

- (b) If the Selling Shareholder does not receive a ROFR Exercise Notice within the Offer Period, then the Selling Shareholder may Transfer the Sale Shares to the purchaser and the Non-Selling Shareholders shall be deemed to have irrevocably declined to exercise their rights under this Clause 9.3 with respect to such Transfer, *provided that* such Transfer shall be: (i) made on the same terms, including as to price, specified in the Sale Notice; and (ii) completed within a period of one hundred and eighty (180) days from the end of the relevant Offer Period. Such period shall be extended if required in order for the relevant parties to obtain any required approval of any Governmental Authority.
- (c) With respect to any Transfer made in compliance with this Clause 9.3, the Company and each Shareholder: (i) shall undertake such transactions as are reasonably necessary to effect such Transfer; (ii) hereby agrees to use its commercially reasonable efforts to effect such Transfer as expeditiously as practicable, including by delivering all documents and entering into any instrument, undertaking or obligation necessary or reasonably requested in connection with such Transfer and taking all necessary steps to obtain any consent required and to resolve any objections raised by any applicable Governmental Authority to such Transfer; and (iii) hereby consents to the taking of any step which is necessary to effect any legal formalities required in connection with such Transfer.
- (d) Any Selling Shareholder shall be entitled to request that the Company provide reasonable cooperation and assistance to the Selling Shareholder in connection with its sale process for any Transfer to a third-party, including by:
 - (i) providing all such information and documents as may reasonably be necessary for any relevant potential third party transferee to assess that potential transaction and make its valuation and conduct due diligence in respect of the Company;
 - (ii) making available, upon reasonable notice and at reasonable times, management personnel and employees of the Company to assist in the foregoing.

9.4 Tag-Along Right

- (a) If PIC at any time wishes to Transfer, in a single transaction or series of related transactions, fifty percent (50%) or more of the Shares in the Company to any bona fide third party purchaser, then each other Shareholder shall be entitled (but not obliged) to require PIC to procure that the prospective purchaser submit a written

offer to purchase (a “**Tag Offer**”) all or a *pro rata* proportion of the Shares then held by such Shareholder (the “**Tag-Along Seller**”), at the Tag-Along Seller’s option (the “**Tag-Along Shares**”), as a condition to the proposed Transfer, for a price per Share equal to the price per Share being received by PIC and on terms no less favourable to the Tag-Along Seller than those agreed by PIC and the prospective purchaser (a “**Tag-Along Sale**”).

- (b) Any Tag Offer shall:
- (i) identify the prospective purchaser and beneficial owner(s) thereof;
 - (ii) identify the number of Shares proposed to be sold in the Tag-Along Sale;
 - (iii) fully describe all material terms and conditions (including terms relating to price, time of completion and conditions precedent) agreed between PIC and the prospective purchaser and include a copy of the written offer and the form of the proposed Transfer agreement, if available;
 - (iv) provide for consideration payable solely in the form of cash or freely tradable securities;
 - (v) include a written confirmation from PIC that neither PIC nor any of its Affiliates have received or will receive any other consideration or payment in connection with the Tag-Along Sale; and
 - (vi) be open for acceptance by the Tag-Along Seller for a period of fifteen (15) Business Days after receipt of such Tag-Along Offer.
- (c) If the Tag Offer is accepted by the Tag-Along Seller, the Tag-Along Sale shall be conditional upon completion of PIC’s sale to the purchaser and shall be memorialized in, and governed by, a written purchase and sale agreement with the relevant purchaser and completed at the same time, and on the same terms and conditions, as PIC. If any prospective purchaser is unable or refuses to purchase Shares from any Tag-Along Seller, then PIC shall not sell any Shares to such prospective purchaser unless and until, simultaneously with such sale, either the purchaser or PIC purchases the number of Tag-Along Shares from such Tag-Along Seller that such Tag-Along Seller elected to sell in the Tag-Along Sale for cash at the same price and on the same terms payable to PIC in the Tag-Along Sale.
- (d) If the Tag Offer is not accepted by any Tag-Along Seller within the period prescribed in paragraph (b)(vi) of this Clause 9.4 (or if, prior to the expiry of such period, each Shareholder other than PIC confirms in writing that it does not intend to accept the Tag Offer), each Shareholder, other than PIC, shall be deemed to have irrevocably declined to exercise its rights under this Clause 9.4 with respect to such Transfer, *provided that* such Transfer shall be made on the same terms, including as to price, specified in the Tag Offer.
- (e) With respect to any Tag-Along Sale, the Company and each Tag-Along Seller: (i) shall undertake such transactions as are reasonably necessary to effect such Tag-Along Sale; (ii) hereby agrees to use its commercially reasonable efforts to effect such Tag-Along Sale as expeditiously as practicable, including by delivering all documents and entering into any instrument, undertaking or obligation necessary or reasonably requested in connection with such Tag-Along Sale and taking all necessary steps to obtain any consent required and to resolve any objections raised by any applicable Governmental Authority to such Transfer; and (iii) hereby consents to the taking of any step by the Company which is necessary to effect any legal formalities in

connection with the Transfer of its Shares which are subject to such Tag-Along Sale. If all consents required for the completion of PIC's sale to the purchaser have not been obtained within twelve (12) months following acceptance of a Tag Offer by a Tag-Along Seller, then the Tag-Along Seller may elect to cancel its obligation to sell the Tag-Along Shares by giving written notice to that effect to PIC within fifteen (15) Business Days following the expiry of such twelve (12) month period.

- (f) PIC shall be entitled to request that the Company provide reasonable cooperation and assistance to PIC in connection with its sale process to a prospective purchaser over which a Shareholder would have a Tag-Along right, including by:
 - (i) providing all such information and documents as may reasonably be necessary for any relevant potential third party transferee to assess that potential transaction and make its valuation and conduct due diligence in respect of the Company;
 - (ii) making available, upon reasonable notice and at reasonable times, management personnel and employees of the Company to assist in the foregoing.
- (g) Each Tag-Along Seller shall be obligated to pay only its pro rata share (in proportion to the amount of consideration to be paid to such Tag-Along Seller in such Tag-Along Sale as compared to the aggregate consideration to be paid to all Shareholders participating in such Tag-Along Sale) of any expenses incurred in connection with any Tag-Along Sale.
- (h) In connection with any Tag-Along Sale, no Tag-Along Seller shall:
 - (i) be liable for the breach of any representation, warranty or covenant made by any other Person (other than customary warranties pertaining to the business, operations, results of operations, assets and liabilities of the Company), or any fraud committed by any other Person, and if any such Tag-Along Seller is held liable for indemnification for the breach of any warranties relating to the Company or its subsidiaries, (A) each Tag-Along Seller participating in such Tag-Along Sale shall be subject to the same indemnification obligations with respect thereto, and (B) each such Tag-Along Seller's liability (x) shall not be joint and several with any other Person, but shall be pro rata in proportion to the amount of consideration to be paid to such Tag-Along Seller in connection with such Tag-Along Sale (as compared to the aggregate consideration to be paid to all Shareholders participating in such Tag-Along Sale) and (y) shall not exceed a negotiated aggregate indemnification amount that applies equally to all Shareholders participating in such Tag-Along Sale but that in no event exceeds the amount of consideration otherwise payable to such Tag-Along Seller in connection with such Tag-Along Sale; and
 - (ii) be required to bear more than such Tag-Along Seller's pro rata share (in proportion to the amount of consideration to be paid to such Tag-Along Seller in such Tag-Along Sale as compared to the aggregate consideration to be paid to all Shareholders participating in such Tag-Along Sale) of any escrows, holdbacks or adjustments in purchase price.
- (i) All references to PIC in this Clause 9.4 shall include PIC and any Permitted Transferee of PIC who holds Shares in accordance with this Agreement.

- 9.5 All Transfers of Shares pursuant to this Agreement shall be subject to:
- (a) the receipt of any approvals required by any relevant Governmental Authority; and
 - (b) if the relevant transferee is not an existing Shareholder, the execution by such transferee of a Deed of Adherence contemporaneously with such Transfer.
- 9.6 Negative Pledge
- Each Shareholder undertakes that it shall not at any time create or permit to subsist any Encumbrance on or affecting any of the Shares held by it.
- 9.7 Any Transfer or attempted Transfer of any Shares not in compliance with this Agreement shall be void and shall not bind or be recognized by the Company or any Shareholder. The Company shall, so far as it is legally able, procure that (and the Parties shall, so far as they are legally able, exercise their rights in relation to the Company to procure that) the Company shall refuse to register such Transfer.
- 9.8 The Company shall, so far as it is legally able, procure that (and the Parties shall, so far as they are legally able, exercise their rights in relation to the Company to procure that) any Transfer of Shares made pursuant to and in compliance with this Agreement is duly registered and given effect to by the Company.
- 9.9 No Party shall (and each Party shall procure that none of its Controlled Affiliates shall) employ any device or technique or participate in any transaction designed to circumvent any of the provisions of this Clause 9.
- 9.10 All restrictions on Transfer in this Clause 9 shall terminate upon the occurrence of an IPO.

10. RESTRICTIVE COVENANTS

- 10.1 Notwithstanding anything to the contrary in this Agreement but subject to Clause 10.4, each Shareholder agrees that, for as long as it is a Shareholder in the Company, and for a period of two (2) years thereafter, it shall not directly or indirectly (through a third party or otherwise) establish, operate and manage a genomics wet and dry laboratory or any laboratory similar to or Competing with the KSA Lab other than through the Company, in the Kingdom and/or in any Other GCC Member State.
- 10.2 Subject to Clause 10.4, for as long as PIC is a Shareholder in the Company, and for a period of two (2) years thereafter, neither PIC nor the Company shall, directly or through any of their respective Controlled Affiliates, establish, operate or manage a genomics wet and dry laboratory or any laboratory similar to or Competing with the Business of the Company outside the GCC.
- 10.3 Subject to Clause 10.4, for as long as NV is a Shareholder in the Company, and for a period of two (2) years thereafter, NV shall not directly or indirectly (through a third party or otherwise) Compete for the Business of the Company in the Kingdom and/or in any Other GCC Member State into which the Company expands as may be agreed and set out in amendments to the Business Plan from time to time (the “**Non-Compete**”), in each case in accordance with the following terms:
- (a) with respect to the Kingdom, a transition period to expire on 31 December 2023 (the “**Transition Period End Date**”) shall apply during which the Non-Compete shall not restrict NV from continuing to provide services to NV’s Existing Clients or under NV’s Existing Contracts not later than the Transition Period End Date, *provided that*, from and after the Effective Date:

- (i) [***];
- (ii) [***];
- (iii) [***]; and
- (iv) [***].

(b) with respect to each Other GCC Member State:

- (i) the scope of the Non-Compete in any Other GCC Member State shall be mutually agreed by NV and PIC at the time that the Company expands into such member state in as may be agreed and set out in amendments to the Business Plan from time to time.
- (ii) from and after the Effective Date, NV shall grant the Company a right of first refusal to tender or bid (on terms acceptable to NV) for any prospective Material Opportunity, save where the Company is unqualified to tender or bid for such Material Opportunity as a result of regulatory restrictions in the relevant Other GCC Member State. If the Company exercises such right of first refusal, NV shall only pursue the relevant Material Opportunity through the Company; and
- (iii) if the Company is successful in securing the Material Opportunity, the Company and NV will discuss in good faith the extension of the scope of the Non-Compete to the relevant Other GCC Member State on terms to be agreed between the Parties at such time, *provided that*:
 - (A) [***];
 - (B) [***]; and
 - (C) [***].

10.4 In the event (i) a NV Change of Control occurs, and/or (ii) any of the Commercial Agreements are terminated for any reason other than as a result of the Company's default thereunder, PIC shall have the right, exercisable by written notice to NV within sixty (60) days of the occurrence of such NV Change of Control or termination of any of the Commercial Agreements, to elect to disapply Clauses 10.1 and 10.2 to PIC as follows:

- (a) if at the date of such notice the wet laboratory has been established and is complete, then Clauses 10.1 and 10.2 shall cease to apply to PIC on the one (1)-year anniversary of the date of such notice; and
- (b) if at the date of such notice the dry laboratory has been established and is complete, then Clauses 10.1 and 10.2 shall cease to apply to PIC on the date that is eighteen (18) months from the date of receipt of such notice;

provided, that if both Clause 10.4(a) and 10.4(b) are applicable, then Clause 10.4(b) shall prevail.

10.5 For so long as either Party is a Shareholder, each Party agrees that neither it nor any of its Controlled Affiliates shall directly or indirectly solicit for employment or hire (a) any management board member, director, officer or senior employee of the other Party, any of such other Party's Controlled Affiliates or the Company; or (b) any other employee, contractor or consultant of the other Party, any of such other Party's Controlled Affiliates or the Company with whom the relevant Party has had contact or who (or whose performance) became known to the relevant Party in connection with the negotiation of this Agreement or the operations of the Company (the "**Specified Employees**"); *provided, however*, that (i) the

term “solicit for employment” shall not be deemed to include general solicitations of employment not specifically directed toward any Specified Employees; and (ii) neither Party shall be prohibited from soliciting or employing any Specified Employee (A) who contacts such Party on his or her own initiative and without any prior direct or indirect solicitation by such Party or (B) whose employment by the other Party, its Controlled Affiliate or the Company, as applicable, terminated at least [***] prior to such solicitation or employment.

10.6 Under no circumstance shall any Shareholder use any Confidential Information about the Company and its Business in connection with the launch, establishment, operation, ownership or investment in any Competing business.

11. COMPLIANCE WITH APPLICABLE LAW

11.1 Compliance and Corporate Governance

The Company shall form a compliance and corporate governance department which shall be responsible for the Company’s overall compliance with Applicable Law, including (without limitation) the Companies Regulations. The Company shall develop, implement and maintain policies and procedures designed to ensure legal and regulatory compliance and ensure the prompt reporting of any violations of any Applicable Law (or any fraud within the Company, including by any of the officers, directors, employees or agents of the Company), and shall implement such further policies and procedures as may be reasonably requested by any Shareholder, and which are strictly necessary, in order for such Shareholder to fulfil its own legal and regulatory compliance obligations.

11.2 Anti-Corruption Laws

- (a) The Company and each Shareholder undertakes that it will, and will procure that its Associated Persons and the Company will, in connection with the Business:
- (i) comply with all applicable Anti-Corruption Laws;
 - (ii) not engage in any activity, practice or conduct that may constitute a breach of any of the Anti-Corruption Laws, including (without limitation) offering, giving or promising anything of value, directly or indirectly, to any Public Official for the purpose of: (A) influencing any action or decision of such Public Official in his or her official capacity; (B) inducing such Public Official to do or omit to do any act in violation of the lawful duty of such official; (C) securing any improper advantage; or (D) inducing such Public Official to use his influence with a Governmental Authority to affect or influence any act or decision of such Governmental Authority, in order to assist the Company in obtaining or retaining business for or with, or directing business to, any Person; and
 - (iii) where it is legally able to do so, and subject to the consent of the relevant Governmental Authority where applicable, each Party shall notify the other Parties in writing as soon as practicable upon becoming aware of (A) any material failure by such Party or any of its Associated Persons to comply with any provisions of Clause 11.2(a)(ii) above; or (B) any investigation or proceeding initiated by a Governmental Authority relating to an alleged breach of any Anti-Corruption Law by such Party, or any Affiliate or Associated Person of such Party, in connection with this Agreement or the Business and, except for any information being subject to legal privilege, such Party shall use reasonable efforts to keep each other Party informed as to the progress of such investigation or proceeding.

- (b) The Shareholders shall procure that the Company shall adopt, as soon as reasonably practicable following the Effective Date, and in any event within ninety (90) days from the Effective Date, and thereafter implement and maintain, comprehensive ABC Policies and Procedures. The Parties agree that such ABC Policies and Procedures shall:
- (i) prohibit financial crime, including bribery, and require compliance with all applicable Anti-Corruption Laws and other relevant applicable legislation;
 - (ii) provide a framework and rules for the Company to assess, manage and mitigate risks related to financial crime;
 - (iii) require the Company to keep and maintain books, records and accounts, which, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the Company;
 - (iv) require the Company to devise and maintain a system of internal accounting controls sufficient to provide reasonable assurances that the Company's transactions are executed, its funds are expended, and access to its assets is permitted, only in accordance with management's specific or general authorisation;
 - (v) require the Company to conduct risk-based counterparty due diligence on third parties with which the Company has a commercial relationship;
 - (vi) require the Company to use reasonable endeavours to include written contractual obligations for the engagement of any Associated Person materially similar to, where relevant, those agreed by the Parties in this Clause 11.2; and
 - (vii) provide an avenue for employees and third parties to raise concerns about the conduct of others or the Company in a confidential manner.
- (c) Each Shareholder shall indemnify each other Shareholder for any Losses incurred as a result of a breach by such Shareholder or any of its Associated Persons of this Clause 11.2.

11.3 Trade Laws

- (a) The Company and each Shareholder undertakes that it will, and will procure that its Associated Persons and the Company will, use good faith and reasonable efforts to ensure it does not, and that its Associated Persons do not, engage in any conduct in connection with the Business which would violate or cause the Company to violate any applicable Trade Laws.
- (b) The Company shall:
- (i) use all reasonable endeavours to procure that any Associated Person conducting activities in connection with the Business shall adopt, maintain and enforce adequate policies and procedures to mitigate the risk of violating any Trade Law;
 - (ii) adopt, as soon as reasonably practicable following the Effective Date, and in any event within ninety (90) days from the Effective Date, and thereafter implement and maintain, policies and procedures designed to ensure the prompt reporting of violations of any Trade Laws; and

- (iii) notify each Shareholder as soon as reasonably practicable if, at any time during the term of this Agreement, the Company becomes aware of any violations, reports of violations or suspected violations of any Trade Law applicable to the Company or any Shareholder.

11.4 Data Protection

The Company shall adopt, as soon as reasonably practicable following the Effective Date, and thereafter implement and maintain, a data protection policy, which shall be prepared in accordance with data protection laws applicable to the Company (the “**Data Protection Policy**”). The Company shall appoint a data protection manager, who will have oversight of the Data Protection Policy and the Company’s activities with respect to data privacy, and the Company shall ensure that the Data Protection Policy is maintained and updated where appropriate and to the extent this is necessary to reflect relevant changes in the data protection laws applicable to the Company.

12. INITIAL PUBLIC OFFERING

12.1 After the Accreditation (and in any event not prior to the fifth (5th) anniversary of the Effective Date), and subject to the Shareholder Reserved Matters, the readiness of the Company and the suitability of market conditions, the Parties will in good faith discuss an initial public offering of the common shares of the Company (“**IPO**”) on the Saudi Arabian Main Market (*Tadawul*) or any other reputable stock exchange, whether through a primary or secondary offering of Shares.

12.2 In connection with any IPO, the common shares to be included in the offering shall consist of the following: (a) first, all new (primary) common shares that the Company wishes to be included in such offering; and (b) second, any additional common shares that NV, PIC or any other shareholder wishes to include in the offering (allocated, if necessary for the offering not to exceed the Maximum Offering Size, *pro rata* among the Shareholders in accordance with their Shareholding as compared to the total number of outstanding common Shares held by all such Shareholders immediately prior to the completion of the IPO).

12.3 Should the Parties mutually agree to pursue an IPO, each Shareholder agrees to use its reasonable endeavours to cooperate with the Company (and any IPO advisers retained by the Company) to cause such IPO to occur, and each Shareholder and the Company agree to take all actions customarily required in connection with the consummation thereof, including by:

- (a) cooperating to obtain the approval of the relevant regulators in relation to such IPO;
- (b) assisting with the appointment of appropriate advisers to the Company (*provided that* that engagement of any such advisers shall be on financial and other terms customary in the industry and all fees and expenses of such advisers shall be borne by the Company);
- (c) assisting in the production, negotiation and execution of such documentation as is required to effect an IPO (including a prospectus and underwriting agreement);
- (d) providing reasonable assistance to those advisers advising the Company or any Shareholder in relation to an IPO or potential IPO;
- (e) approving any resolutions of the Shareholders as may be reasonably necessary in connection with an IPO, including resolutions to convert the legal form of the Company, increase the authorised share capital of the Company, confer on the Managers the authority to allot Shares, dis-apply any applicable statutory pre-emption rights, reclassify/reorganise the share capital of the Company, issue any new Shares or

classes of Shares or other securities or adopt new constitutional documents (as the case may be), in each case in form reasonably acceptable to such Shareholder;

- (f) agreeing to such customary representations and warranties (subject to customary limitations) as are reasonably required in relation to the IPO, such representations and warranties:
 - (i) in respect of the Company, to cover such areas as the Company's affairs, business, operations or otherwise as reasonably required in connection with an IPO; and
 - (ii) in respect of each Shareholder, to be limited to warranties in relation to such Shareholder's title to sell its Shares free from any Encumbrance at completion of the IPO and its capacity to sell such Shares;
- (g) in the case of each Shareholder only:
 - (i) agreeing to such undertakings in relation to the retention, disposal or manner of disposal (known as "lock-ups") of its Shares or securities received as consideration for Shares in such IPO in accordance with then-current market practice and as are considered by the financial advisers (or the relevant competent regulator) necessary or desirable in connection with such IPO;
 - (ii) agreeing to exchange, convert or re-designate any Shares or other securities in the Company (including loan notes) into shares or other securities of equivalent rank in, and bearing substantially similar rights and obligations with respect to, any holding company or subsidiary that is to be listed in the same proportion as the proportion exchanged, converted or re-designated by such Shareholder, if so required, including by agreeing to transfer their Shares to a holding company established for the purposes of effecting an IPO;

in each case as reasonably necessary and appropriate, taking into account the proposed form and structure of the IPO.

12.4 To the extent permitted by Applicable Law, the Company shall be responsible for the reasonable and documented out-of-pocket fees, costs and expenses (excluding underwriting discounts and commissions) incurred by each Shareholder in connection with any IPO.

13. DEADLOCK

13.1 Deadlock Event

A "**Deadlock Event**" shall be deemed to have occurred if the Shareholders, directly or through their nominated Managers, fail to adopt a resolution in respect of any Shareholder Reserved Matter or Board Reserved Matter, as the case may be, within three (3) months from the date on which such resolution was brought to a vote.

13.2 Deadlock Notice

Upon the occurrence of a Deadlock Event, any Shareholder shall be entitled to serve a notice in writing to the Company and each other Shareholder stating that the provisions of this Clause will apply in relation to that Deadlock Event (the "**Deadlock Notice**").

13.3 Deadlock Resolution

- (a) Within fifteen (15) days of receipt of any Deadlock Notice, the Shareholders shall escalate to their Senior Representative for resolution. The Shareholders shall procure

that the Senior Representatives convene to consider the Deadlock Event, as soon as reasonably practicable, and shall use all reasonable endeavours to resolve the Deadlock Event within forty-five (45) days (or such other period as the Shareholders may unanimously agree in writing) following receipt of the Deadlock Notice (the “**Deadlock Resolution Deadline**”).

- (b) If the Deadlock Event is resolved by the Senior Representatives on or before the Deadlock Resolution Deadline, such resolution shall be recorded in writing and shall be final and binding on each Shareholder, and the Company shall (and the Shareholders shall procure that the Company shall) implement such resolution in accordance with its terms.
- (c) If the Deadlock Event is not resolved by the Senior Representatives on or before the Deadlock Resolution Deadline, the Parties shall seek the involvement of their respective boards of managers or directors or similar governing bodies (as may be the case) who will cooperate in good faith to resolve and decide on the Deadlock Event.

13.4 Operations during Deadlock

During such time as the Deadlock Event exists and is unresolved, each Shareholder shall exercise all such rights and powers as are available to it to enable the Company to continue operating in the ordinary course of its business, and without disruption to the business of the Company, and in accordance with the terms of this Agreement, *provided that* no action shall be taken in relation to the matter which is the subject of the Deadlock Event.

13.5 Buy-out

Following the Accreditation, and in the event of that a Deadlock Event has not been resolved on or prior to the Deadlock Resolution Deadline despite the good faith involvement of the Parties’ respective boards in accordance with Clause 13.3 (*Deadlock Resolution*):

- (a) PIC shall have the right, but not the obligation, to require by notice in writing to NV that NV sell to PIC, for cash, all (but not less than all) of NV’s shares in the Company at a purchase price equal to the Fair Market Value thereof; and
- (b) solely to the extent that PIC has not exercised its right in (i) above, NV shall have the right, but not the obligation, to require by notice in writing to PIC that PIC purchase or, at PIC’s option, the Company repurchase, for cash, all (but not less than all) of NV’s shares in the Company at a purchase price equal to the Fair Market Value thereof,

provided, in each case, that the purchase and sale of such Shares shall be completed within a period of ninety (90) days from the date of receipt of the applicable put or call notice. Such period shall be extended if required in order for the relevant parties to obtain any required approval of any Governmental Authority.

14. EVENTS OF DEFAULT

14.1 Events of Default

If any of the following matters occur in relation to a Shareholder (each an “**Event of Default**”), then that Shareholder shall be a “**Defaulting Shareholder**” and each other Shareholder shall be a “**Non-Defaulting Shareholder**”:

- (a) Solely with respect to NV, where (i) a counterparty to an agreement with NV or one or more of its Controlled Affiliates claims, by notice in writing to the Company, that

such counterparty did not grant Permission in relation to the use of such counterparty's Biodata (or some of it) and (ii) NV continues to use such counterparty's Biodata (or any relevant portion of it) in the absence of adequate Permission for the purposes of the Commercial Agreements, or in respect of NV's BiodataBank or proprietary platform, as applicable, for thirty (30) days or more after service by such counterparty of such written notice to the Company; *provided*, that if NV contests any such claim (having first consulted in good faith with PIC regarding the merits of such claim), such thirty (30) day period shall be extended until the absence of adequate Permission is determined by the final, non-appealable judgment of a court of competent jurisdiction, provided that such extension will not obstruct the operations of the Company and/or result in NV being considered in Material Breach of the terms of any of the Commercial Agreements;

- (b) a Shareholder is in Material Breach of this Agreement, and where such Material Breach is capable of remedy, the Defaulting Shareholder fails to remedy it within sixty (60) days after service of written notice from any Non-Defaulting Shareholder of such Material Breach; or
- (c) a Shareholder becomes a Restricted Person.

14.2 Service of Default Notice

If an Event of Default occurs, any Non-Defaulting Shareholder or the Company may give notice in writing to the Defaulting Shareholder (such notice, the "**Default Notice**"), with a copy to the Company and each other Non-Defaulting Shareholder, setting forth the circumstances of such Event of Default.

14.3 Effect of Event of Default

- (a) If, in accordance with Clause 14.2 (*Service of Default Notice*), a Default Notice is given, each Non-Defaulting Shareholder shall, subject to Applicable Law and subject also to the rights of the creditors of the Defaulting Shareholder in the case of Clause 14.1(c) (*Events of Default*), have the right to:
 - (i) acquire all (but not some only) of the Shares of the Defaulting Shareholder (the "**Defaulting Shares**") (*pro rata* to its Shareholding, in the event that multiple Non-Defaulting Shareholders seek to exercise such right) for the Fair Market Value thereof, which, solely in the case of a Material Breach, shall be discounted by ten percent (10%) (the "**Call Option**"); or
 - (ii) require that the Defaulting Shareholder acquire all (but not some only) of the Shares of such Non-Defaulting Shareholder (the "**Non-Defaulting Shares**") for the Fair Market Value thereof, which, solely in the case of a Material Breach, shall be subject to a premium of ten percent (10%) (the "**Put Option**");

with the relevant Fair Market Value in each case determined in accordance with Schedule 6 (*Fair Market Value*) and as at the date on which the Default Notice is given and so far as reasonably practicable by reference to the information available at that date. The Non-Defaulting Shareholders may exercise such rights for a period of ninety (90) days from the date on which such Fair Market Value is agreed or determined. The Fair Market Value of the Defaulting Shares (or the Non-Defaulting Shares, as the case may be) as determined in accordance with Schedule 6 shall be binding for the implementation of any Transfer pursuant to this Clause 14.3.

- (b) The Transfer of the Defaulting Shares or the Non-Defaulting Shares, as the case may be, in the circumstances contemplated in this Clause 14.3 shall be free from Encumbrances and on the following terms:
- (i) the Party making such Transfer (the “**Default Transferor**”) shall deliver or cause to be delivered at completion all of the Defaulting Shares or the Non-Defaulting Shares, as the case may be, together with (i) original certificates of title in respect of such Shares and (ii) duly executed instruments of transfer with respect thereto in customary form and in substance satisfactory to the Default Recipient (or if the Default Recipient is the Defaulting Shareholder, in form and substance reasonably satisfactory to the Default Recipient);
 - (ii) the Party receiving the Defaulting Shares or the Non-Defaulting Shares, as the case may be (the “**Default Recipient**”) shall pay the amount specified in Clause 14.3(a)(i) or Clause 14.3(a)(ii), as applicable, by wire transfer in immediately available funds to an account designated in writing by the Default Recipient at least two (2) Business Days prior to such transfer.
- (c) Notwithstanding the provisions of Schedule 6 (*Fair Market Value*), the Defaulting Shareholder shall bear the reasonable out-of-pocket costs and advisory fees of any Non-Defaulting Shareholder incurred in connection with the transfer of Shares.

15. INDEMNITY

- 15.1 From the Effective Date until the expiry of the fifth (5th) anniversary of the Effective Date, NV shall indemnify and hold harmless PIC in respect of, and undertakes to pay to PIC an amount equal to, the Relevant Indemnity Proportion of all Losses incurred, suffered or sustained by the Company and/or PIC, relating to, resulting from or arising out of any claim in relation to the infringement of, any third party intellectual property right or absence of any requisite Permissions, in each case in relation to the Centogene Biodatabank, *provided* that (i) NV shall not have any liability under the foregoing indemnity in respect of any Losses incurred, suffered or sustained by the Company and/or PIC in any calendar year (January 1 – December 31) unless and until the aggregate amount of such Losses for such calendar year exceed three hundred and seventy five thousand Saudi Riyals (SAR 375,000.00) (in which case, NV’s liability shall not be limited to the excess and shall be responsible for the whole amount of such Losses for such calendar year), and (ii) that the aggregate amount of all Losses claimed pursuant to such indemnity, and the maximum aggregate liability of NV for any such Losses (including all legal and other costs and expenses), shall not exceed the amount of thirty seven million and five hundred thousand Saudi Riyals (SAR 37,500,000.00).
- 15.2 NV shall not be liable for any claim for Losses under this Clause 15 to the extent that the amount of such claim is covered by any policy of insurance and actually recovered from the relevant insurer. In the event that either the Company or PIC maintains insurance coverage that may extend to any claim for Losses under this Clause 15, (a) the Company or PIC, as applicable, shall make, and use reasonable endeavours to pursue, a claim to recover such Losses from such policy of insurance and (b) the insurance coverage shall be primary and NV’s indemnity under this Clause 15 shall be secondary in nature and shall only apply to amounts not recovered under such policy of insurance.
- 15.3 If, in respect of the subject matter of any claim for Losses under this Clause 15, the Company and/or PIC is entitled to make a claim against any third party, the Company and/or PIC, as applicable, shall make, and use reasonable endeavours to pursue, such claims against the relevant third party. NV shall not be liable in respect of any claim for Losses under this Clause 15 to the extent that the amount of any such claim is actually recovered by the Company and/or PIC from any such third party (provided, for the avoidance of doubt, that NV

shall remain liable under this Clause 15, subject to the limitations set forth herein, for any excess of such claim for Losses over the amount actually recovered by such third party).

- 15.4 NV shall not be liable for any claim for Losses under this Clause 15 to the extent that such claim would not have arisen (or the amount of such claim would not have increased) but for a change in Applicable Law made after the date of this Agreement (whether or not such change purports to be effective retrospectively, in whole or in part).
- 15.5 In no circumstances shall NV be liable to both the Company and PIC (for claims under this Clause 15 or otherwise) in respect of the same Losses, nor shall NV be liable more than once for any claim for Losses in respect of the same fact, matter, event or circumstances giving rise to any Losses under this Agreement.
- 15.6 Nothing in this Agreement shall or shall be deemed to relieve or abrogate the Company and/or PIC of any duty to avoid or mitigate any loss or damage which it may incur in respect of any fact, matter, event or circumstance that may give rise to claim for Losses under this Clause 15.

16. TERM AND TERMINATION

16.1 Effectiveness

Save for Clauses 1 (*Definitions and Interpretations*), 2 (*Incorporation*), 16.3 (*Automatic Termination*), 18 (*Representations and Warranties*), 19 (*Confidentiality*) and 21 (*Miscellaneous*), which shall come into full force and effect on the Signing Date, this Agreement shall come into full force and effect immediately following the Effective Date.

16.2 Term

The term of this Agreement shall be co-extensive with the term of the Company as identified under the Constitutive Documents and this Agreement shall remain in full force and effect until terminated pursuant to Clause 16.3 (*Automatic Termination*), Clause 16.4 (*Voluntary Termination*) or Clause 16.5 (*Ceasing to be a Shareholder*).

16.3 Automatic Termination

This Agreement shall terminate automatically, without any action required by any Party, upon:

- (a) the date which the Shareholding of any Shareholder becomes one hundred percent (100%);
- (b) the winding-up of the Company;
- (c) the completion of an IPO; or
- (d) if any of the Conditions are not satisfied on or prior to the Long-Stop Date, or any such later date as may be agreed by the Shareholder in writing.

16.4 Voluntary Termination

This Agreement may be terminated with immediate effect (or with effect upon any later date as may be agreed in writing) upon the written agreement of each of the Parties.

16.5 Ceasing to be a Shareholder

If any Shareholder ceases to own any Shares, the rights and obligations of such Shareholder hereunder shall automatically terminate, without any action required by any Party, from and after the date that such Shareholder ceases to own any Shares.

16.6 Effect of Termination

- (a) The termination of this Agreement or the termination of the rights and obligations of any Party hereunder in accordance with this Clause 16 (*Term and Termination*) shall be without prejudice to the accrued rights and obligations of any Party hereunder on or prior to any such termination.
- (b) In the event of termination of this Agreement and in anticipation thereof insofar as reasonably practicable in the circumstances, the Parties shall use all reasonable efforts to work in good faith together and with the Company to mitigate any disruption to the Business and to preserve the reputation of each of the Parties.

17. LIQUIDATION

17.1 Immediately following a resolution being passed for the winding-up of the Company and subject to Applicable Law, the Shareholders shall use their respective reasonable efforts to agree on a suitable basis for dealing with the interests and assets of the Company and (unless otherwise agreed in writing by each Shareholder):

- (a) the Shareholders shall reasonably cooperate (but without any obligation to provide any additional funds) with a view to enabling all existing obligations of the Company to be fulfilled insofar as its resources allow;
- (b) the Shareholders shall consult together in good faith with a view to outstanding contracts being novated or re-allocated in a suitable manner; and
- (c) the Company shall, as soon as reasonably practicable, deliver up to the relevant Shareholders all drawings, notes, copies or other representations of Confidential Information proprietary to or disclosed by that Shareholder or any of its Affiliates to the Company.

18. REPRESENTATIONS AND WARRANTIES

18.1 Each Shareholder represents and warrants to each other Shareholder that, as of the date of this Agreement and as of immediately before the Effective Date:

- (a) it is duly organised and validly existing under the laws of its jurisdiction of incorporation;
- (b) it has full power and authority to execute and deliver, and to incur and perform its obligations under this Agreement;
- (c) this Agreement has been duly authorised, executed and delivered by it; and
- (d) the execution, delivery and performance by it of this Agreement shall not result in a breach of Applicable Law, or constitute a default under, any other agreement to which it is a party.

18.2 NV represents and warrants to PIC that, as of the date of this Agreement and as of immediately before the Effective Date:

- (a) the Biodata included in the Centogene BiodataBank relating to [***] (such Biodata, the “**Data Sets**”), has been collected and further processed by those Affiliates of NV that operate the Centogene BiodataBank at all times in material compliance with Applicable Data Protection Laws; and
- (b) [***]. NV confirms that, NV and its Affiliates are able to process the Data Sets for the benefit of the Company in compliance with Applicable Data Protection Laws [***], including to carry out the Business as envisaged under this Agreement.

19. CONFIDENTIALITY

19.1 Confidential Information

- (a) In this Agreement, “**Confidential Information**” means the confidential commercial, financial, marketing, business and technical or other data, including know-how, trade secrets, specifications, algorithms, calculations, formulae, processes, business methods, diagrams, drawings and all other confidential information of whatever nature relating to the Disclosing Party or its businesses (whether written or oral, in any form or medium) given by one Party (the “**Disclosing Party**”) to another Party (the “**Receiving Party**”).
- (b) Any Confidential Information shall be treated on the terms and conditions of this Clause 19 (*Confidentiality*).

19.2 Ownership of Confidential Information; Uses of Confidential Information

The Receiving Party hereby acknowledges that the Disclosing Party is the owner or licensee of the Confidential Information. The Receiving Party shall not use any of the Confidential Information of the Disclosing Party at any time except for the purposes of this Agreement, including for the evaluation and development of the Business. The Receiving Party shall:

- (a) not disclose any of the Confidential Information other than on a need-to-know basis, as reasonably necessary for such evaluation, to its directors, officers, employees, attorneys, accountants, bankers, financial advisors or consultants who are bound by written agreements with the Receiving Party to maintain the Confidential Information in confidence or who are otherwise under obligations of confidentiality to the Receiving Party (collectively, the “**Representatives**”);
- (b) advise its Representatives of the obligation of confidentiality hereunder;
- (c) require its Representatives to use the same degree of care as is used with the Receiving Party’s own proprietary information; and
- (d) advise the Disclosing Party of any misappropriation or misuse of the Confidential Information.

19.3 Disclosures

Notwithstanding the foregoing, (a) the Receiving Party shall have the right to disclose Confidential Information to the extent required by Applicable Law or in accordance with the rules or regulations of any stock exchange, *provided that* the Receiving Party shall give the Disclosing Party prompt written notice and sufficient opportunity to object to such use or disclosure, or to request confidential treatment of the Confidential Information; and (b) the Receiving Party’s non-use and non-disclosure obligations above shall not apply to such Confidential Information as the Receiving Party can establish by written documentation to:

- (a) have been publicly known prior to disclosure by the Disclosing Party of such information to the Receiving Party;
- (b) have become publicly known, without fault on the part of the Receiving Party, subsequent to disclosure by the Disclosing Party of such information to the Receiving Party;
- (c) have been received by the Receiving Party at any time from a bona fide third party, lawfully having possession of and the free right to disclose such information as evidenced by its files;
- (d) have been otherwise known by the Receiving Party prior to disclosure by the Disclosing Party to the Receiving Party of such information as can be evidenced by its files; or
- (e) have been independently developed by the Receiving Party without use of such information as evidenced by its files.

19.4 Return of Confidential Information

Upon (a) the termination of this Agreement; and (b) the request of the Disclosing Party, the Receiving Party shall promptly return all tangible items relating to Confidential Information of the Disclosing Party, including all written material, photographs, models, compounds, compositions and the like made available or supplied by the Disclosing Party to the Receiving Party, and all copies thereof; *provided, however, that* the Receiving Party may retain copies of Confidential Information only for regulatory purposes or to demonstrate compliance with Applicable Law.

19.5 Consultation as to Announcements

- (a) Subject to Clause 19.5(b), no public announcement or press release concerning the Company shall be made by any Party without first obtaining the prior written approval of the other Parties.
- (b) Clause 19.5(a) shall not prohibit the making of any public announcement or press release required to be made by a Party in accordance with Applicable Law or in accordance with the rules or regulations of any stock exchange, *provided that* the Party making such announcement or press release shall, to the extent permitted, consult with the other Parties concerning the timing and content of such announcement or press release prior to such announcement or press release being made, and shall give a copy thereof to the other Parties at the same time as, or, as soon as reasonably practicable after, the making of such announcement or press release.

20. TAX MATTERS

- 20.1 The Shareholders shall ensure that all necessary steps will be taken to cause the Company to be regarded as a Tax resident in the Kingdom. This will include the location and exercise of central control or management of the Company from within the Kingdom.
- 20.2 The Company shall be responsible for and shall pay all its own Taxes as required by Applicable Law.
- 20.3 The Shareholders agree to enter into an addendum to this Agreement stipulating the tax treatment for each Shareholder hereunder in accordance with Clause 2.1(f).

20.4 Each Shareholder agrees to co-operate, to such extent as may be reasonably requested, in connection with the making of any returns, claims or elections for Tax purposes by the Company.

21. AUDITOR

21.1 The Company shall at all times have an independent auditor.

21.2 At no time shall the Auditor be any Person other than a Big Four Firm.

22. MISCELLANEOUS

22.1 Notices

Any notice, claim, request, demand, consent, designation, direction, instruction, certificate, report, confirmation, agreement or other communication to be given under this Agreement shall be given in writing in the English language and shall be deemed duly given on the day of delivery or transmission at the place of intended receipt when: (a) personally delivered by hand; (b) delivered via e-mail (*provided that* no automated notice of delivery failure is subsequently received by the sender, and in proving such service it shall be sufficient to produce a confirmation setting out confirmation of delivery to each recipient to whom the message was sent); or (c) received after mailing by certified or registered mail, postage pre-paid, in each case addressed to a Party at its address as indicated in Schedule 4 (*Addresses for Notices*) to this Agreement or to any subsequent address to which the relevant Party has requested that notices be delivered by notice given to all Parties in accordance with this Clause 21.1.

22.2 Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the Kingdom.

22.3 Jurisdiction

(a) In the event of any dispute, difference, claim, controversy or question between the Parties, directly or indirectly arising at any time under, out of, in connection with or in relation to this Agreement (or the subject matter of this Agreement) or any term, condition or provision hereof, including any of the same relating to the existence, validity, interpretation, construction, performance, enforcement and termination of this Agreement (a "**Dispute**"), the affected Parties (the "**Disputing Parties**") shall first endeavour to settle such Dispute by good faith negotiation, which shall be escalated first to the Senior Representatives, and thereafter to the respective boards of managers or directors or similar governing bodies (as may be the case) of each Disputing Party. The Parties agree, save as otherwise agreed in writing by the Disputing Parties, that such negotiations shall not exceed three (3) months from the date of the start of such negotiations.

(b) If the Disputing Parties are unable to resolve a Dispute within the three (3) month period contemplated in paragraph (a) above, the Dispute shall be finally referred to the Saudi Centre for Commercial Arbitration ("**SCCA**") for resolution in accordance with its Arbitration Rules. The arbitration shall be conducted by an arbitration tribunal consisting of three (3) arbitrators, of whom PIC shall appoint one (1) arbitrator, NV shall appoint one (1) arbitrator, and the arbitrators so chosen by each of PIC and NV shall jointly nominate one (1) arbitrator to be jointly appointed by PIC and NV. If the arbitrators appointed by PIC and NV do not agree on the nomination of a third arbitrator within a period of fifteen (15) Business Days, the SCCA shall appoint the

third arbitrator. The arbitration shall take place in the English language and the seat shall be at the SCCA, in Riyadh, the Kingdom. Judgment for any award rendered may be entered in any court having jurisdiction or an application may be made to such court for a judicial recognition of the award or an order of enforcement thereof, as the case may be. Nothing in this Clause 21.3 shall preclude any Party from seeking provisional measures to secure its rights from any court having jurisdiction or where any assets of the other Party may be found. The arbitration proceedings contemplated by this Clause 21.3 and the content of any award rendered in connection with such proceeding shall be kept confidential by the Parties.

22.4 Entire Agreement

This Agreement, the Articles and the Commercial Agreements constitute the entire agreement among the Parties pertaining to the subject matter hereof and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties and there are no warranties, representations or other agreements between the Parties in connection with the subject matter hereof.

22.5 Severability

The Parties consider that the provisions contained in this Agreement are reasonable, but if at any time any provision of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, illegal or unenforceable in any respect, such provision shall be deemed to be severed from this Agreement but the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. In such event, the Parties agree to meet in good faith in order to agree within a reasonable time amendments to this Agreement to replace the provision held to be invalid, illegal or unenforceable so that it shall be replaced by a provision of substantially equivalent effect that is valid, legal and enforceable.

22.6 Survival

The obligations of the Parties under the following provisions shall survive the expiration or earlier termination of this Agreement:

- (a) Clause 1 (*Definitions and Interpretation*);
- (b) Clause 16 (*Term and Termination*);
- (c) Clause 17 (*Liquidation*);
- (d) Clause 19 (*Confidentiality*); and
- (e) Clause 22 (*Miscellaneous*).

22.7 Execution in Counterparts

This Agreement may be executed in any number of counterparts and by the different Parties on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument. The delivery of signed counterparts by facsimile or electronic transmission in “portable document format” (“.pdf”) that includes a copy of the sending Party’s signature(s) shall constitute due execution of this Agreement by such Party and shall have the same legal effect as manual signatures.

22.8 Amendments

This Agreement may not be amended, modified, supplemented or varied except by an agreement in writing signed by each Party. A Party may waive any provision of this Agreement with respect to itself by an instrument in writing signed by the Party against whom the waiver is to be effective.

22.9 Delay Shall not Constitute a Waiver

No failure on the part of a Party to exercise and no delay in exercising, any right, power or privilege under this Agreement or any other agreement between the Parties shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege under this Agreement, or any other such agreement or instrument, preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

22.10 Specific Performance

Without prejudice to any other rights or remedies that any Party may have under Applicable Law, each Party acknowledges and agrees that damages alone may not be an adequate remedy for any breach of the terms of this Agreement. Accordingly, any Party shall be entitled, without proof of special damages, to seek the remedies of injunction. Specific performance or other equitable relief for any threatened or actual breach of the terms of this Agreement.

22.11 Costs

Except as otherwise provided under this Agreement, each Party shall pay its own costs in connection with the negotiation, preparation, execution and performance of this Agreement.

22.12 Non-Assignment; Successors and Assigns

No Party shall, nor shall it purport to, assign, transfer, charge or otherwise deal with all or any of its rights and/or obligations under this Agreement, nor grant, declare, create or dispose of any right or interest in this Agreement in whole or in part without the prior written consent of the each other Party. Any purported assignment in contravention of this Clause 21.12 shall be void. Notwithstanding the foregoing, the obligations under this Agreement shall be binding on each Party's successors in title or assignees, but such Persons shall not be entitled to the benefit of the provisions of this Agreement unless and until the relevant transfer or assignment has been consented to in writing by each of the Parties and the relevant successor in title or assignee has entered into a Deed of Adherence.

22.13 Rights of Third Parties

- (a) A Person who is not a party to this Agreement shall not have any right to enforce any term of this Agreement.
- (b) The rights of the Parties to terminate, rescind or agree to any variation, waiver or settlement under this Agreement shall not be subject to the consent of any Person that is not a party to this Agreement.

22.14 Further Assurance and Covenants

- (a) Each of the Parties shall, at its own cost, use all reasonable endeavours from time to time on or following the date hereof, on being required to do so by the other Party, to execute any additional documents in a form satisfactory to such other Party and to do or procure that any other acts or things are done to give full effect to this Agreement and secure to the Parties the full benefit of the rights, powers, privileges and remedies conferred upon the Parties by this Agreement.

(b) Each of the Shareholders shall at all times exercise the votes that it controls at any General Assembly to give full effect to this Agreement.

22.15 Conflict between this Agreement and the Articles

If there is any ambiguity or conflict between this Agreement and the Articles, the terms of this Agreement shall prevail as between the Shareholders, and in such event the Shareholders shall procure such modification to the Articles as shall be necessary to enable the Company to be administered in accordance with this Agreement.

22.16 Liabilities, Rights and Remedies

Except where this Agreement expressly provides to the contrary, the rights and remedies contained in this Agreement are cumulative, and not exclusive of any rights and remedies provided by Applicable Law.

22.17 Preservation of Records

Notwithstanding any termination of this Agreement, the Company shall preserve, or make appropriate arrangements for the preservation of, and any current or former Shareholder shall continue to have the right to receive or to request reasonable access to review and inspect, any books and records (including financial records and reports) and Tax filings relating to any Financial Year during which any such Shareholder held any Shares in the Company for a period of seven (7) years from the end of any such Financial Year

SCHEDULE 1
FORM OF JOINDER

SCHEDULE 2

BOARD RESERVED MATTERS

- (a) solely from the Effective Date and until Accreditation, approving the Annual Budgets and any amendments thereto, *provided that* any such Annual Budget, or amendment thereto, does not represent a material deviation from the scope of the Business Plan as then in effect;
- (b) the acquisition or disposal of any material asset, including shares in other companies, or approving the participation by the Company in any partnership or joint venture with a value or consideration therefor equal to or in excess of [***] (or its equivalent in any other currency) in any transaction or series of related transactions, unless such acquisition or disposal is specifically provided for, or otherwise expressly contemplated by, the applicable Annual Budget and the Business Plan;
- (c) solely from the Effective Date and until Accreditation, the Company entering into, terminating or varying any contract or arrangement which involves the making of payments, or the assumption of obligations or liabilities, by the Company equal to or in excess of [***] (or its equivalent in any other currency) in aggregate over the term of the contract, except (i) as specifically provided for in, or otherwise expressly contemplated by, the applicable Annual Budget and the Business Plan, (ii) any contract with a customer for the provision of services within the scope of the Business by the Company to such customer and (iii) any contract with a third party provider of laboratory services, if such contract is expressly exempted, pursuant to and in accordance with the Lab Services Agreement;
- (d) the initiation or settlement by the Company of any action or proceeding where potential damages, liabilities or diminution in value of the Company is reasonably expected to be in excess of [***] (or its equivalent in any other currency); and/or
- (e) removing any member of the senior management of the Company (other than the CEO or the CFO, each of whom shall be replaced only by the Shareholder entitled to appoint such officer) or amending their authorities.

SCHEDULE 3

SHAREHOLDER RESERVED MATTERS

- (a) solely from the Effective Date and until Accreditation, approving the Business Plan and any amendments thereto;
- (b) adopting the financial statements of the Company;
- (c) solely from the Effective Date and until Accreditation, the Company borrowing money, incurring indebtedness or authorizing the entry into, or issuance of, letters of credit in an aggregate principal amount in excess of [***], other than (i) any borrowings in the ordinary course of business under any working capital facility entered into in the ordinary course of business and consistent with the applicable Annual Budget and the Business Plan and (ii) any bank guarantees incurred in order to satisfy the conditions to any tender or client contract;
- (d) declaring, making or paying any dividend or other Distribution;
- (e) appointing and dismissing the Auditor and determining its compensation;
- (f) adoption of the Company's dividend policy and any amendments thereto;
- (g) any change to the composition (other than as expressly stipulated in Clause 6.1), size or authorities of the Board;
- (h) resolving any Board Reserved Matter where the existence of a Conflicting Interest results in there not being sufficient votes to issue a decision in respect of such Board Reserved Matter;
- (i) any material change to the nature or scope of the Business;
- (j) any steps towards an IPO of the Company's Shares other than as contemplated in the Business Plan;
- (k) the adoption and/or amendment of any employee share ownership plan, profit sharing or equity incentive plan;
- (l) any merger, consolidation, transfer or sale of all or substantially all of the assets or equity securities of the Company;
- (m) carrying out any act or step to wind-up, dissolve or liquidate the Company;
- (n) any amendment or variation to the Articles or to the Constitutive Documents of the Company, other than as necessary to reflect actions taken pursuant to the provisions of Clause 5 (*Funding of the Company*) (and otherwise in accordance with the provisions of this Agreement);
- (o) carrying out any issuance, alteration, reorganisation, repurchase or redemption of the share capital of the Company, including issuing new Shares to any person (other than, subject always to the provisions of Clause 5 (*Funding of the Company*), to the Shareholders), reducing, converting and subdividing, cancelling or otherwise reorganising, or altering any rights, preferences or privileges attaching to, any Shares and any related amendment to the Constitutive Documents; and/or
- (p) changing the nationality, domicile or place of incorporation of the Company and any related amendments to the Constitutive Documents.

SCHEDULE 4
ADDRESSES FOR NOTICES

SCHEDULE 5

FORM OF DEED OF ADHERENCE

SCHEDULE 6

FAIR MARKET VALUE

1. For the purposes of this Agreement, and unless otherwise agreed by the relevant Parties, “**Fair Market Value**” of any Shares as of any date of determination (the “**Base Value Date**”) means the price which the Shareholders unanimously agree to be the fair market value of the Shares in a capital increase or sale on arm’s length terms as between a willing, unforced seller and a willing, unforced purchaser (taking no account of whether the Shares do or do not carry control of the Company) and, if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so. The Shareholders shall be required to commence the process contemplated by this Schedule 6 on, or as soon as reasonably practical after, the applicable Base Value Date.
2. If the Shareholders fail to unanimously agree on the Fair Market Value within thirty (30) days of the applicable Base Value Date, then any Shareholder shall have the right to serve a notice to each other Shareholder requiring that the Fair Market Value be determined by a Qualified Institution using its independent professional judgment, based on appropriate internationally recognised valuation techniques as established by the International Valuation Standards Council (“**IVSC**”) and by reference to the provisions of paragraph 4 below.
3. Where this Agreement requires the appointment of a Qualified Institution, the Shareholders shall unanimously appoint the same by agreement in writing or, if the Shareholders are unable to unanimously agree on the identity of such Qualified Institution within ten (10) days after a Shareholder serves a notice requiring the Fair Market Value to be determined by a Qualified Institution, or if the Qualified Institution appointed is unable or unwilling to act, the Saudi Authority for Accredited Valuers (TAQEEM) shall select an appropriate firm from amongst the Qualified Institutions, in either case on the application of any Shareholder.
4. The Qualified Institution shall act on the following basis:
 - (a) the Qualified Institution shall act as an expert and not as an arbitrator;
 - (b) the Qualified Institution shall:
 - (A) assess the historical and projected financial performance of the Company;
 - (B) apply generally accepted methodologies for valuing the Company, including discounted cash flow analysis, comparisons with any similar companies whose shares are traded on any stock exchange and comparisons with any publicly disclosed sales of similar companies or significant pools of similar assets;
 - (C) use the IVSC definition of “market value” to determine the Fair Market Value;
 - (D) assume, for purposes of its determination, that if the Company is then carrying on business as a going concern, it will continue to do so;
 - (E) assume each Share to have the same value, corresponding to its proportion of the value of all of the Shares;
 - (F) value the Shares on the assumption that each Share is unencumbered and freely transferable; and

- (G) not attach additional or reduced value to any holding of Shares by virtue only of that holding comprising or after purchase conferring or giving rise to control over a majority or minority of the total share capital of the Company.
- (c) the Fair Market Value must be expressed as a single amount and not as a range of values;
- (d) the item or items in dispute shall be notified to the Qualified Institution in writing by each of the Shareholders within ten (10) Business Days after the date of the Qualified Institution's appointment;
- (e) each Shareholder shall each provide (and, to the extent they are reasonably able to do so, shall procure that their respective Affiliates and accountants shall provide) the Qualified Institution promptly with all information, assistance and access to books and records of account, documents, files, papers and information stored electronically which the Qualified Institution reasonably requires, and the Qualified Institution shall be entitled (to the extent it considers it appropriate) to base its determination on such information and on the accounting and other records of the Company;
- (f) the Qualified Institution shall state in writing in a certificate (the "**FMV Certificate**") what, in its opinion, is the fair market value of the Shares, and shall provide a copy of the FMV Certificate to the Company and each Shareholder;
- (g) the determination of the Qualified Institution as set forth in the FMV Certificate shall (in the absence of fraud, gross negligence or wilful misconduct) be final and binding on the Parties;
- (h) the determination of the Qualified Institution as set forth in the FMV Certificate shall not (in the absence of fraud, gross negligence or wilful misconduct) be subject to appeal to any court or tribunal on any basis whatsoever; and
- (i) the costs of the determination, including the fees and expenses of the Qualified Institution, shall be borne between the Shareholders equally.

SCHEDULE 7

INITIAL BUSINESS PLAN AND INITIAL BUDGET

SCHEDULE 8

EXISTING NV CLIENTS AND CONTRACTS

SCHEDULE 9

FORM OF LOAN AGREEMENT

SCHEDULE 10

FORM OF REGISTRATION RIGHTS AGREEMENT

SCHEDULE 11

FORM OF PREEMPTIVE RIGHTS AGREEMENT

SCHEDULE 12

FORM OF ROFO AGREEMENT

THIS AGREEMENT has been entered into on the date stated at the beginning of it.

For and on behalf of **THE PHARMACEUTICAL INVESTMENT COMPANY**

Signed by: /s/ Ibrahim Abdulrahman I Aljuffali
Name: Dr. Ibrahim Abdulrahman I Aljuffali
Title: Chairman
Date: 26 June 2023

[Signature Page to the Joint Venture Agreement for Project Chrome]

For and on behalf of **CENTOGENE N.V**

Signed by: /s/ Kim Stratton
Name: Kim Stratton
Title: Chief Executive Officer
Date: 26 June 2023

/s/ Miguel Coego
Name: Miguel Coego
Title: Chief Financial Officer, Legal & IT
Date: 26 June 2023

[Signature Page to the Joint Venture Agreement for Project Chrome]

LOAN AGREEMENT

dated as of _____, 2023

by and among

CENTOGENE N.V.,

as Borrower,

and

PHARMACEUTICAL INVESTMENT COMPANY,

as Lender,

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LOAN AGREEMENT

This **LOAN AGREEMENT** (as the same may be amended, supplemented, restated or otherwise modified from time to time, and including all Schedules and Exhibits hereto and thereto, this "Agreement"), dated as of _____, 2023, between CENTOGENE N.V., a public company with limited liability (*naamloze vennootschap*) incorporated under the laws of the Netherlands (the "Borrower"), and PHARMACEUTICAL INVESTMENT COMPANY ("Lender").

WHEREAS, the Borrower has requested that Lender make available to the Borrower the convertible term loan financing facility described herein. Lender is willing to extend such convertible term loan to the Borrower under the terms and conditions set forth herein and in Exhibit A.

THEREFORE, in consideration of the agreements, provisions and covenants herein contained, the Borrower and Lender each agree as follows.

Section 1. DEFINITIONS.

"Affiliate" has the meaning set forth in Rule 144 as in effect on the Closing Date.

"Agreement" has the meaning set forth in the preamble of this Agreement.

"Anti-Corruption Laws" means all applicable laws, rules and regulations relating to bribery or corruption, including the U.S. Foreign Corrupt Practices Act of 1977, as amended ("FCPA"), the UK Bribery Act 2010, the anti-corruption laws of the country of incorporation of the Borrower, and any other applicable anti-corruption or anti-bribery laws.

"Articles of Association" means the Borrower's articles of association (as supplemented, amended or restated).

"Benefit Plan" means each "employee benefit plan" (as defined under Section 3(3) of ERISA, whether or not subject to ERISA) and any other plan, policy, or agreement providing current or deferred compensation, severance, change-in-control payments, equity awards, fringe benefits, or other compensation or benefits, regardless of whether the plan, policy, or arrangement is written or unwritten or is funded or unfunded, which the Borrower or any ERISA Affiliate sponsors or maintains or to which the Borrower has had any obligation to contribute or any other liability, whether actual or contingent.

"Borrower" has the meaning set forth in the preamble of this Agreement.

"Business Day" means any day other than a Saturday, Sunday or any other day on which banking institutions in New York City, United States, Riyadh, Saudi Arabia or Frankfurt am Main, Germany are authorized or required by Law or executive order to close or be closed.

"Business Employee" means each employee of either the Borrower or any Subsidiary of the Borrower.

“Capital Shares” has the meaning set forth in the Terms and Conditions.

“Closing” has the meaning set forth in Section 3(b)(i).

“Closing Date” has the meaning set forth in Section 3(b)(i).

“Closing Legal Opinion” has the meaning set forth in Section 4(u).

“Code” means the Internal Revenue Code of 1986, as amended.

“Common Shares” means the common shares, nominal value €0.12 per share, of the Borrower.

“Company Business” means the business of the Borrower and its Subsidiaries as currently conducted or proposed to be conducted.

“Conversion Price” has the meaning set forth in the Terms and Conditions.

“Copyright License” means any written agreement between the Borrower or any of its Subsidiaries, on the one hand, and a third party, on the other hand, pursuant to which the Borrower or any of its Subsidiaries grants rights under its Copyrights included in Intellectual Property, or such third party grants the Borrower or any of its Subsidiaries rights under such third party’s Copyrights.

“Copyrights” means all copyrights, whether registered or unregistered, held pursuant to the laws of the United States of America, any State thereof, or of any other country.

“Current Company IP” has the meaning set forth in Section 4(r)(iv).

“Data Protection Obligations” has the meaning set forth in Section 4(x).

“Environmental Laws” has the meaning set forth in Section 4(s).

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

“ERISA Affiliate” means any entity (other than the Borrower or any of its Subsidiaries) that, together with the Borrower or any of its Subsidiaries, is treated as a single employer under Section 414(b), (c), (m) or (o) of the Code.

“Exchange Act” means the Securities Exchange Act of 1934, as amended.

“Financial Statements” has the meaning set forth in Section 4(e).

“FDA” means the United States Food and Drug Administration, or any successor thereto.

“Government Official” means any officer or employee of a foreign governmental authority or any department, agency, or instrumentality thereof, or of a public international organization, or any person acting in an official capacity for or on behalf of any such foreign governmental authority or department, agency, or instrumentality, or for or on behalf of any such

public international organization, or any political party, party official, or candidate thereof, excluding officials of the governments of the United States, the several states thereof, any local subdivision of any of them or any agency, department or unit of any of the foregoing.

“Governmental Entity” means (a) any supranational, national, federal, state, provincial, municipal, local or foreign government, governmental authority, regulatory or administrative agency, governmental commission, department, board, bureau, agency, instrumentality, any court, tribunal, arbitrator, mediator or other governmental official, authority or instrumentality and (b) any entity to whom a Governmental Entity has assigned or delegated any authority or oversight responsibilities, including any notified body accredited, designated, licensed, authorized or approved to assess and certify the conformity of a medical device (including in vitro diagnostic medical device) with the requirements of the In Vitro Diagnostic Medical Devices Directive 98/79/EC, the In Vitro Diagnostic Medical Devices Regulation (EU) 2017/746, and applicable harmonized standards.

“Health Care Laws” has the meaning set forth in Section 4(y)(i).

“HIPAA” has the meaning as set forth in Section 4(x).

“IFRS” means the International Accounting Standards as issued by the International Accounting Standards Board.

“Indebtedness” means, at any specified time, without duplication, any of the following indebtedness of any Person (whether or not contingent and including, without limitation, any and all principal, accrued and unpaid interest, prepayment premiums or penalties, related expenses, commitment and other fees, sale or liquidity participation amounts, reimbursements, indemnities and other amounts which would be payable in connection therewith): (a) any obligations of such Person for borrowed money or in respect of loans or advances (whether or not evidenced by bonds, debentures, notes, or other similar instruments or debt securities); (b) any obligations of such Person as lessee under any lease or similar arrangement required to be recorded as a capital lease in accordance with IFRS; (c) all liabilities of such Person under or in connection with letters of credit or bankers’ acceptances, performance bonds, sureties or similar obligations that have been drawn down, in each case, to the extent of such draw; (d) all liabilities of such Person arising out of interest rate and currency swap arrangements and any other arrangements designed to provide protection against fluctuations in interest or currency rates; and (e) any liability or obligation of others guaranteed by, or secured by any Lien on the assets of, such Person.

“Intellectual Property” means all Copyrights, Trademarks, Patents, trade secrets, inventions and mask works owned or controlled by the Borrower and its Subsidiaries, together with the rights to sue for past, present and future infringement of any of the foregoing and the goodwill associated therewith.

“Lender Nominee” has the meaning set forth in Section 6(a)(i).

“IT Systems” has the meaning set forth in Section 4(x).

“IRS” means the United States Internal Revenue Service.

“License Agreements” means any Copyright License, Patent License and Trademark License.

“JAMS” has the meaning set forth in Section 10(g).

“JAMS Rules” has the meaning set forth in Section 10(g).

“Joint Venture” has the meaning set forth in Section 6(d).

“Law” means any statute, law, ordinance, rule, regulation, code, approval, license, Permit or Order, in each case, of any Governmental Entity.

“Lien” is a claim, mortgage, deed of trust, levy, charge, pledge, security interest or other encumbrance of any kind, whether voluntarily incurred or arising by operation of Law or otherwise against any assets or property.

“Loan” means the meaning set forth in Section 3(a). To the extent all or any portion of the Loan made on the Closing Date is assigned by Lender to a Permitted Transferee (or Permitted Transferees), the use of the term “Loan” herein shall refer collectively to the Loan Commitments held by all Permitted Transferees.

“Loan Commitment” means, with respect to any Lender, the amount set forth opposite such Lender’s name on Schedule A hereto under the caption “Loan Commitment Amount”, as amended from time to time to reflect any permitted and effective assignments and as such amount may be reduced, terminated or converted pursuant to this Agreement.

“Material Adverse Effect” means any change, event, effect, state of facts or occurrence arising after the date of this Agreement that, individually or in the aggregate with any other change, event, effect, state of facts, or occurrence, has had or would reasonably be expected to have a material adverse effect on (a) the assets, liabilities, results of operations, financial condition or business of the Borrower and its Subsidiaries taken as a whole, or (b) the ability of the Borrower to perform its obligations under the Transaction Documents, in each case excluding any effect resulting from (A) any failure, in it of itself, by NV to maintain compliance with the minimum bid price, minimum stockholders’ equity or minimum market value of publicly-held securities requirement of The Nasdaq Stock Market LLC (it being understood that the facts or causes underlying or contributing to such failure, including, without limitation, any decline in stockholders’ equity, may be considered in determining whether a Material Adverse Change has occurred unless otherwise excluded pursuant to any of the other clauses of this definition) or (B) any “going concern” or similar qualification in the audit report prepared in connection with the financial statements for the NV and its Controlled Affiliates.

“Maximum Number of Underlying Shares” has the meaning set forth in Section 4(b).

“Nasdaq” means The Nasdaq Stock Market LLC.

“Nomination Right Condition” has the meaning set forth in Section 6(a)(i).

“Open Source Licenses” has the meaning set forth in Section 4(r)(xi).

“Order” means any order, judgment, injunction, decree, writ, stipulation, determination or award, in each case, entered by or with any Governmental Entity.

“Ordinary Course of Business” means, with respect to any Person, the usual and ordinary course of normal day-to-day operations of such Person, consistent (in scope, manner, amount and otherwise) with the such Person’s past practices through the date of this Agreement.

“Oxford Loan” has the meaning set forth in Section 6(f).

“Oxford Subordination Agreement” means that certain Subordination Agreement, dated as of the Closing Date, between Oxford Finance LLC and the Lender, and acknowledged by the Borrower and certain of its Subsidiaries, as the same may be amended, supplemented, restated or replaced from time to time, including any replacement subordination agreement required by the lenders providing financing that replaces or refinances the Oxford Loan.

“Patent License” means any written agreement between the Borrower or any of its Subsidiaries, on the one hand, and a third party, on the other hand, pursuant to which the Borrower or any of its Subsidiaries grants rights under its Patents included in Intellectual Property, or such third party grants the Borrower or any of its Subsidiaries rights under such third party’s Patents.

“Patents” means all letters patent, or rights corresponding thereto, in the United States of America or in any other country, all registrations, recordings, reissues, extensions, or renewals, thereof, and all applications for letters patent, or rights corresponding thereto, in the United States of America or any other country.

“Payor” means any health care insurance and other similar programs under which the Borrower or any of its Subsidiaries are directly or indirectly receiving payments, including any federal or state healthcare program, Medicare, Medicaid, the TRICARE program, the Veterans Health Administration, private or commercial insurance programs, third-party administrators, preferred provider organizations, managed care organizations, health maintenance organizations, health plans, self-insured health plans, or any fiscal intermediary or contractor of any of the foregoing.

“Pension Commitments” has the meaning set forth in Section 4(cc)(vi).

“Permit” means all certifications, registrations, licenses, permits, franchises, approvals, clearances, exemptions, authorizations or consents issued by any Governmental Entity, or declarations of conformity, necessary for or used in the conduct or operation of the Borrower’s or any of its Subsidiaries’ business.

“Permitted Liens” means (a) Liens for Taxes, assessments or other governmental charges not yet due and payable, or that are being contested in good faith by appropriate proceedings and for which adequate reserves have been established on the Financial Statements in accordance with IFRS, (b) any mechanics’, carriers’, workers’, repairers’ and other similar Liens arising or incurred in the Ordinary Course of Business for obligations that are not overdue or are being contested in good faith by appropriate proceedings, (c) zoning, entitlement, building and other land use regulations imposed by any Governmental Entity, (d) Liens and restrictions on real

property (including easements, covenants, rights of way and similar restrictions of record) that (i) are matters of record, (ii) would be disclosed by a current, accurate survey of such real property or (iii) do not materially interfere with the present uses of such real property, (e) Liens arising under worker's compensation, unemployment insurance, social security, retirement and similar legislation, (f) non-exclusive Intellectual Property licenses granted in the Ordinary Course of Business and (g) Liens securing Term Loans (as defined in the Oxford Loan) in an aggregate principal amount not to exceed \$50,000,000 (or at any time prior to an Insolvency Proceeding (as defined in the Oxford Subordination Agreement) of Borrower or any of its material Subsidiaries, such larger amount with the prior written consent of the Lender and from and after such Insolvency Proceeding such consent shall not be required) and all other Obligations (as defined in the Oxford Loan) in respect of the Oxford Loan. For the sake of clarity, the aggregate principal amount of the Oxford Loan shall not include interest, Lenders' Expenses, the Prepayment Fee, the Final Payment, the payment under the Success Fee Agreement (as such terms are defined in the Oxford Loan) or other amounts due to the collateral agent and the lenders in respect of the Oxford Loan.

"Permitted Transferees" has the meaning set forth in Section 6(b).

"Person" means an individual, corporation, partnership, limited liability company, joint venture, trust or unincorporated organization or a government or agency or political subdivision thereof.

"Personal Data" has the meaning set forth in Section 4(x).

"PIK Interest Payment" has the meaning set forth in the Terms and Conditions.

"Preemptive Rights Agreement" means that certain Preemptive Rights Agreement, dated as of the Closing Date, between the Borrower and the Lender, as the same may be amended or supplemented from time to time.

"Principal Amount" means the principal amount of the Loan issued on the Closing Date, as such amount may be increased pursuant to the PIK Interest Payment as provided in the Terms and Conditions.

"Process" or "Processing" or "Processed" means, with respect to data, the access, use, collection, processing, storage, hosting, alteration, transfer, retrieval, transmittal, disclosure, disposal, dissemination or combination of such data.

"Registration Rights Agreement" means that certain Registration Rights Agreement, dated as of the Closing Date, between the Borrower and Lender, as the same may be amended or supplemented from time to time, in accordance with its terms.

"Release Time" has the meaning set forth in Section 8.

"Representatives" means a Persons' Affiliates, employees, agents, consultants, accountants, attorneys or financial advisors.

“ROFO Agreement” means that certain ROFO Agreement, dated as of the Closing Date, between the Lender, DPE Deutsche Private Equity GmbH, Careventures Fund II S.C.Sp, and TVM Life Science Innovation I, L.P., as the same may be amended or supplemented from time to time.

“Safety Notices” has the meaning set forth in Section 4(y)(ii).

“Sanctions” means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by the United States, the European Union or any member state thereof, the United Kingdom, the United Nations or any governmental institution or agency of any of the foregoing, including the United States’ Office of Foreign Assets Control (“OFAC”) or the United States Department of State, the United Kingdom’s Office of Financial Sanctions Implementation or His Majesty’s Treasury or the United Nations Security Council.

“Sanctioned Country” means, at any time, a country or territory that is itself the target of comprehensive Sanctions (as of the date of this Agreement, Cuba, Iran, North Korea, Syria, the Crimea region of Ukraine, the so-called Donetsk People’s Republic, and the so-called Luhansk People’s Republic).

“Sanctioned Person” means any Person that is the target of Sanctions, including (a) any Person listed in any Sanctions-related list of designated Persons maintained by OFAC or the U.S. Department of State, the United Nations Security Council, the European Union, any Member State of the European Union, or the United Kingdom; (b) any Person operating, organized, or resident in a Sanctioned Country; (c) the government of a Sanctioned Country or the Government of Venezuela; or (d) any Person 50% or more owned or controlled by any such Person or Persons or acting for or on behalf of such Person or Persons.

“SEC” means the Securities and Exchange Commission.

“SEC Documents” means all reports, schedules, registration statements, proxy statements and other documents (including all amendments, exhibits and schedules thereto) filed by the Borrower with the SEC on or after January 1, 2021.

“Securities Act” means the Securities Act of 1933, as amended.

“Security Incident” has the meaning set forth in Section 4(x).

“Security Risk Analysis” has the meaning set forth in Section 4(x).

“Subsequent Lender Shareholders Agreement” has the meaning set forth in Section 6(g).

“Subsidiary” means, when used with reference to a party, any Person, whether incorporated or unincorporated, of which an amount of the equity, voting securities, other voting ownership or voting partnership interests of which is sufficient to elect at least a majority of its board of directors or other governing body (or, if there are no such voting interests, 50% or more of the Equity Securities of which) is owned directly or indirectly by such party or any other Subsidiary of such party, or such party is a general partner or serves in a similar capacity.

“Supervisory Board of Directors” means the supervisory board (*raad van commissarissen*) of the Borrower.

“Take-Private Transaction” means any transaction or event in which the Common Shares of Borrower (or replacement equity interest in any surviving entity, acquirer successor, or transferee, as applicable (or the parent entity thereof) are no longer listed on Nasdaq or any other national securities exchange.

“Tax” and “Taxes” means any present or future tax, duty, levy, impost, assessment, deduction, withholding (including United States backup withholding), fees or other charge in the nature of taxes (including penalties and interest and other similar liabilities related thereto) imposed by any Governmental Entity.

“Tax Return” means any return, report or similar filing (including the attached schedules) filed or required to be filed with respect to Taxes (and any amendments thereto), including any information return, claim for refund or declaration of estimated Taxes.

“Terms and Conditions” means the terms and conditions of the Loan attached in the form of Exhibit A hereto.

“Trade Controls” means (a) all applicable trade, export control, import, and antiboycott laws and regulations imposed, administered, or enforced by the U.S. government, including the Arms Export Control Act (22 U.S.C. § 1778), the International Emergency Economic Powers Act (50 U.S.C. §§ 1701–1706), Section 999 of the Internal Revenue Code, the U.S. customs laws at Title 19 of the U.S. Code, the Export Control Reform Act of 2018 (50 U.S.C. §§ 4801-4861), the International Traffic in Arms Regulations (22 C.F.R. Parts 120–130), the Export Administration Regulations (15 C.F.R. Parts 730-774), the U.S. customs regulations at 19 C.F.R. Chapter 1, and the Foreign Trade Regulations (15 C.F.R. Part 30); and (b) all applicable trade, export control, import, and antiboycott laws and regulations imposed, administered or enforced by any other country, except to the extent inconsistent with U.S. law.

“Trademark License” means any written agreement between the Borrower or any of its Subsidiaries, on the one hand, and a third party, on the other hand, pursuant to which the Borrower or any of its Subsidiaries grants rights under its Trademarks included in Intellectual Property, or such third party grants the Borrower or any of its Subsidiaries rights under such third party’s Trademarks.

“Trademarks” means all trademarks (registered, common law or otherwise) and any applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any State thereof or any other country or any political subdivision thereof.

“Transaction Documents” means, collectively, this Agreement (including the Terms and Conditions attached hereto), the Registration Rights Agreement, the Preemptive Rights Agreement, the ROFO Agreement and the Oxford Subordination Agreement.

“Transfer” means any direct or indirect sale, transfer, hypothecation, assignment, gift, bequest or disposition by any other means, whether for value or no value and whether voluntary or involuntary. The term “Transferred” shall have a correlative meaning.

“U.S. Person” means a “U.S. person” as such term is defined in Rule 902(k) of Regulation S under the Securities Act.

“Underlying Shares” means the Common Shares issuable upon conversion of the Loan.

Section 2. RULES OF CONSTRUCTION. FOR PURPOSES OF THIS AGREEMENT:

- (a) “or” is not exclusive;
- (b) “including” means “including without limitation”;
- (c) “will” expresses a command;
- (d) words in the singular include the plural and in the plural include the singular, unless the context requires otherwise;
- (e) “herein,” “hereof” and other words of similar import refer to this Agreement as a whole and not to any particular Section or other subdivision of this Agreement, unless the context requires otherwise;
- (f) references to currency mean the lawful currency of the United States of America, unless the context requires otherwise; and
- (g) the exhibits, schedules and other attachments to this Agreement are deemed to form part of this Agreement.

Section 3. THE LOAN.

(a) *Generally.* Subject to the other terms of this Agreement, Lender hereby agrees to make to Borrower a Loan on the Closing Date in an original aggregate principal amount equal to Lender’s Loan Commitment (the “Loan”). Lender’s obligation to fund the Loan shall be limited to Lender’s Loan Commitment Amount. The Loan shall be funded in one advance on the Closing Date

(b) *The Closing.*

(i) *Closing Date and Location.* The closing of the Loan pursuant to this Agreement (the “Closing”) will take place virtually through electronic transfer, or at such physical location as may be agreed upon by the parties hereto, at 10:00 a.m., New York City time, on the later of (1) September 15, 2023; (2) such date on which the conditions to Closing set forth in Section 7 are satisfied or waived; and (3) such other time and place as the Borrower and Lender may agree (such later date, the “Closing Date”).

(ii) *Loan Proceeds.* Subject to satisfaction of the applicable conditions precedent specified in this Agreement, at or prior to 9:30 a.m., New York City time, on the Closing Date, Lender agrees to make funds available to the Borrower, by wire transfer to the account designated by the Borrower at least five (5) Business Days prior to the Closing Date, equal to the aggregate Loan Commitment Amount.

(iii) *Lender Records.* The Loan made by Lender, including the amounts of principal and interest thereon, shall be evidenced in the records of Lender and shall be prima facie evidence, absent obvious error, of the existence and amounts of the Advances, principal, interest and other obligations under the Transaction Documents recorded therein; provided that the failure of Lender to maintain such records or any error therein shall not in any manner affect the obligation of the Borrower to repay the Loan in accordance with the terms of this Agreement.

(iv) *Payments.* The Borrower shall repay the Loan in accordance with Article 2 of the Terms and Conditions.

(v) *Interest.* From and following the Closing Date, the Loan shall bear interest as set forth in Article 2 of the Terms and Conditions.

Section 4. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE BORROWER. The Borrower represents and warrants to Lender and covenants that:

(a) *Due Organization, Valid Existence; Power to Perform Obligations.* The Borrower is duly organized and validly existing as a public company with limited liability (*naamloze vennootschap*) under the laws of the Netherlands, with full power and authority to conduct its business as it is currently being conducted and to own or lease and use its properties and assets. The Borrower has full power and authority to enter into the Transaction Documents and perform all of its obligations hereunder and thereunder.

(b) *Status of Underlying Shares.* Subject to the terms of this Agreement, the Loan will be convertible into Common Shares (together, if applicable, with cash in lieu of any fractional Common Share). The Borrower's authorized share capital ("*maatschappelijk kapitaal*") is EUR 9,480,000 which consists of 79,000,000 Common Shares with a nominal value of EUR 0.12 and as of June 12, 2023, 27,865,752 Common Shares were issued and outstanding. Except for the securities described in the foregoing sentence or otherwise disclosed to the Lender immediately prior to the Closing Date, there are not issued, reserved for issuance or outstanding (i) any equity securities of the Borrower or its Subsidiaries, (ii) any securities convertible into or exchangeable or exercisable for equity securities of the Borrower or its Subsidiaries or (iii) any warrants, calls, options or other rights to acquire from the Borrower or its Subsidiaries any equity securities or securities convertible into or exchangeable or exercisable for equity securities of the Borrower or its Subsidiaries (in each case, other than equity securities held by the Borrower or any of its Subsidiaries). The Borrower will, at all times while the Loan is outstanding, (i) not propose at any general meeting of the Borrower's shareholders any reduction of the authorized share capital ("*maatschappelijk kapitaal*") of the Borrower such that the authorized share capital would be insufficient to provide a number of Common Shares for issuance upon conversion of the Loan equal to the initial maximum number of such shares issuable upon conversion

(assuming conversions are settled by the delivery of a number of Common Shares equal to the product of (x) the Principal Amount of the Loan (expressed in thousands) and (y) the initial Conversion Price (the “Maximum Number of Underlying Shares”), and (ii) will otherwise use its reasonable best efforts to ensure that the authorized share capital (“*maatschappelijk kapitaal*”) of the Borrower is sufficient to provide for the Maximum Number of Underlying Shares to be issued upon conversion of the Loan in accordance with the terms of the applicable Transaction Documents. When the Underlying Shares are issued upon conversion of the Loan in accordance with the terms of the applicable Transaction Documents, such Underlying Shares will be validly issued, fully paid and non-assessable (meaning that the holder of a Common Share shall not by reason of merely being such a holder be subject to assessment or calls by the Company or its creditors for further payment on such Common Share), and the issuance of any such Underlying Shares will not be subject to any preemptive or similar rights. To the extent the Borrower delivers Common Shares held in its treasury in settlement of the conversion of the Loan, each reference in this Agreement to the issuance of Underlying Shares in connection therewith will be deemed to include such delivery, *mutatis mutandis*.

(c) *Listing of Underlying Shares.* At or before the Closing, the Borrower will have submitted to Nasdaq an Application for Listing of Additional Shares with respect to the listing of the Underlying Shares. The Borrower shall provide confirmation to Lender when the Underlying Shares are listed with Nasdaq. The Borrower will use its commercially reasonable efforts to maintain the listing of the Underlying Shares for so long as the Common Shares are then so listed.

(d) *Subsidiaries.* The Borrower’s Subsidiaries consist of all the entities listed on Schedule 4(d). The Borrower, directly or indirectly, owns of record and beneficially, free and clear of all Liens (except for Liens securing Indebtedness under the Oxford Loan), all of the issued and outstanding capital stock or equity interests of each of its Subsidiaries. All of the issued and outstanding capital stock or equity interests of the Borrower’s Subsidiaries has been duly authorized and validly issued, and in the case of corporations, is fully paid and non-assessable (meaning that the holder of a share or other equity interest in a Subsidiary of the Borrower shall not by reason of merely being such a holder be subject to assessment or calls by the relevant Subsidiary or its creditors for further payment on such share). There are no outstanding rights, options, warrants, preemptive rights, conversion rights, rights of first refusal or similar rights for the purchase or acquisition from any of the Borrower’s Subsidiaries of any securities of such Subsidiaries nor are there any commitments to issue or execute any such rights, options, warrants, preemptive rights, conversion rights or rights of first refusal.

(e) *SEC Documents; Financial Information.* Except as set forth on Schedule 4(e), since January 1, 2021, the Borrower has timely filed (i) all annual reports (including all amendments, exhibits and schedules thereto) and (ii) all other reports and other documents (including all amendments, exhibits and schedules thereto), in each case required to be filed by the Borrower with the SEC pursuant to the Exchange Act and the Securities Act. As of their respective filing dates, such SEC Documents complied in all material respects with the requirements of the Securities Act, the Exchange Act and the rules and regulations of the SEC thereunder applicable to such SEC Documents, and as of their respective dates none of the SEC Documents contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the

circumstances under which they were made, not misleading. The financial statements of the Borrower included in the SEC Documents (the “Financial Statements”) comply as of their respective dates in all material respects with applicable accounting requirements and the rules and regulations of the SEC with respect thereto (except as may be indicated in the notes thereto), and present fairly in all material respects as of their respective dates the consolidated financial position of the Borrower and its Subsidiaries as at the dates thereof and the consolidated results of their operations and their consolidated cash flows for each of the respective periods, all in conformity with IFRS (except as may be indicated in such Financial Statements or the notes thereto).

(f) *Absence of Certain Changes.* (i) From December 31, 2022 through the date hereof, the Borrower and each of its Subsidiaries has conducted its business in the Ordinary Course of Business and (ii) except as set forth in Schedule 4(f), from December 31, 2022 through the date hereof, there has not been:

(1) any material change in the assets, liabilities, financial condition or operating results of the Borrower or its Subsidiaries, except for (A) changes in the Ordinary Course of Business or (B) any changes that the Borrower’s annual report on Form 20-F for the year ended December 31, 2022 discloses have occurred or are reasonably expected to occur;

(2) any declaration or payment by the Borrower or its Subsidiaries of any dividend, or any authorization or payment by the Borrower or its Subsidiaries of any distribution, on any of the capital stock of the Borrower or such Subsidiary, or any redemption, cancellation or repurchase by the Borrower or any such Subsidiary of any securities of the Borrower or any such Subsidiary;

(3) any adoption of any amendment to, or other modification of, the constituent documents of the Borrower or any of its Subsidiaries;

(4) any incurrence of material Indebtedness, whether assumed, guaranteed or endorsing the obligations of any Person, except for the Oxford Loan;

(5) any issuance, sale, pledge, disposal of, Lien or other transfer of any equity securities, securities convertible, exchangeable or exercisable into equity securities, or warrants, options or other rights to acquire equity securities, of the Borrower or any of its Subsidiaries (except pursuant to any ordinary course equity compensation or incentive plan (including any employee stock ownership plan, or other compensation agreements or arrangements));

(6) any (A) increase in the compensation or benefits of any of the directors or officers of the Borrower or any of its Subsidiaries, except as may be required under existing Benefit Plans or applicable Law, (B) enter into, adopt, amend or terminate any Benefit Plan of the Borrower or any of its Subsidiaries, (C) grant or increase any severance, retention or termination pay to any current or former director or officer, or increase benefits payable thereto under any existing

severance or termination pay policies, (D) take any action to accelerate the vesting or payment of any compensation or benefit, or to fund or otherwise secure any obligations under any Benefit Plan, (E) hire or terminate any director or officer of the Borrower or any of its Subsidiaries other than for cause, or (F) enter into any collective bargaining agreement or into negotiations or discussions with any union;

(7) any material change in any method of accounting practice other than those required by IFRS;

(8) any transfer, sale, assignment or other disposition of, or lease or exclusive license of, any material property or assets of the Borrower or any of its Subsidiaries other than in the Ordinary Course of Business;

(9) any material damage, destruction or loss, whether or not covered by insurance, to any material assets or properties of the Borrower or its Subsidiaries;

(10) any waiver, not in the Ordinary Course of Business, by the Borrower or any of its Subsidiaries of a material right or of a material debt owed to it;

(11) any satisfaction or discharge of a material claim or Lien or repayment of any material Indebtedness by the Borrower or any of its Subsidiaries, except in the Ordinary Course of Business;

(12) any change or amendment to the Borrower's Articles of Association, or termination of or material amendment to any material contract of the Borrower or any of its Subsidiaries;

(13) any entrance into, renewal, modification or revision of any contract with any officer or director of the Borrower or its Subsidiaries, other than contracts related to the employment or employee benefits of such Persons;

(14) any material acquisition, disposition or similar transaction entered into by the Borrower or any of its Subsidiaries other than in the Ordinary Course of Business; or

(15) any other event, occurrence, development or condition that, to the knowledge of the Borrower, has had or would reasonably be expected to have a Material Adverse Effect.

(g) *[Reserved]*.

(h) *Litigation*. Except as set forth on Schedule 4(h), there is no material litigation or proceeding with or by any Governmental Entity pending or, to the knowledge of the Borrower, threatened in writing, against the Borrower or any of its Subsidiaries or affecting any of the business, operations, properties or assets of the Borrower or any of its Subsidiaries. Neither the

Borrower nor any of its Subsidiaries is subject to any material Order that is expressly applicable to the Borrower or any of its Subsidiaries.

(i) *Compliance with Laws; Permits.* The Borrower and its Subsidiaries are in material compliance with all applicable Laws. The Borrower and its Subsidiaries have obtained and maintained in all material respects, all Permits, including any Permits required pursuant to any applicable Health Care Laws, and all of such Permits are in full force and effect. The Borrower and each of its Subsidiaries have fulfilled and performed in all material respects all of their respective obligations with respect to all applicable Permits, and, to the knowledge of the Borrower, no event has occurred which allows, or after notice or lapse of time would allow, revocation or termination thereof or result in any other impairment of the rights of the holder of any such Permit.

(j) *Taxes.* The Borrower and each of its Subsidiaries has filed all Tax Returns required to be filed within the applicable periods for such filings (with due regard to any extension) and has paid all Taxes required to be paid.

(k) *Enforceability of Transaction Documents.* Each of the Transaction Documents to which the Borrower is a party constitutes a valid and binding agreement or instrument of the Borrower, enforceable against the Borrower in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or similar Laws affecting creditors' rights generally or by equitable principles relating to enforceability, including principles of commercial reasonableness, good faith and fair dealing, regardless of whether enforcement is sought in a proceeding at Law or in equity.

(l) *Non-Contravention.* The execution, delivery and performance by the Borrower of the Transaction Documents, including the borrowing of the Loan and the issuance of the Underlying Shares upon conversion of the Loan in the manner contemplated by the Transaction Documents, and the consummation by the Borrower of the other transactions contemplated by this hereby and thereby, will not (i) contravene in any material respect any Law binding on, or any Order of any Governmental Entity (including the rules of Nasdaq) applicable to, the Borrower or any of its Subsidiaries; (ii) constitute a material breach or violation or result in a default under any loan agreement, mortgage, lease or other agreement or instrument to which the Borrower or any of its Subsidiaries is a party or by which any of them is bound; or (iii) constitute a breach or violation or result in a default under the organizational documents of the Borrower or any of its Subsidiaries.

(m) *No Consents.* No consent, approval, authorization, Order, license, registration or qualification of or with any Governmental Entity or other Person is required for the execution, delivery and performance by the Borrower of its obligations under the Transaction Documents and the consummation of the transactions contemplated hereby and thereby, except (i) such as have been obtained or made (or will, at the Closing, have been obtained or made) and except for any filings as may be required (and will have been obtained or made in each case when and as required) under the Exchange Act, by Nasdaq or, if relevant, the Dutch Trade Register (*Kamer van Koophandel*) and (ii) where the failure to do so could not reasonably be expected to have a Material Adverse Effect.

(n) *Authorization, Execution and Delivery of the Transaction Documents.* The Transaction Documents have been duly authorized, executed and delivered by the Borrower.

(o) *Investment Company Act.* The Borrower is not and, after giving effect to the transactions contemplated by the Transaction Documents, will not be an “investment company” within the meaning of the Investment Company Act of 1940, as amended, and the rules and regulations of the SEC thereunder.

(p) *Compliance.* The Borrower and each of its Subsidiaries, taken as a whole, is not (i) in material default under or in material violation of (and no event has occurred that has not been waived that, with notice or lapse of time or both, would result in a default by the Borrower or any of its Subsidiaries under), nor has the Borrower or any of its Subsidiaries received notice of a claim that it is in material default under or that it is in material violation of, any indenture, loan or credit agreement or any other material agreement or instrument to which it is a party or by which it or any of its properties is bound (whether or not such default or violation has been waived), or (ii) in material violation of any Order.

(q) *Title to Properties.* Except as set forth on Schedule 4(q)(i) or as would not reasonably be expected to have a Material Adverse Effect, the Borrower and its Subsidiaries (i) have good and marketable title to all material real properties and all other material tangible properties and assets owned by them, in each case free from Liens and defects, except for Permitted Liens, (ii) hold any leased real or personal property under valid, subsisting and enforceable leases with which the Borrower and its Subsidiaries are in material compliance, and (iii) use all real property leased by the Borrower or any of its Subsidiaries in all material respects in compliance with all applicable Laws. Except as set forth on Schedule 4(q)(ii), in the past three years from the date hereof, the Borrower and its Subsidiaries have not received written notice of any material violation or default under any real property lease. Except as set forth on Schedule 4(q)(iii), in the past three years from the date hereof, the Borrower and its Subsidiaries have not received any written notice of existing, pending or threatened (A) condemnation proceedings affecting the any leased real property or (B) zoning, building code or other moratorium proceedings, or similar matters, which would reasonably be expected to materially and adversely affect the ability to operate the Borrower’s leased real properties as currently operated in the Ordinary Course of Business.

(r) *Intellectual Property.*

(i) The Borrower and its Subsidiaries own, possess, license or have other rights to use, the Intellectual Property that is necessary or material for use in connection with the Company Business.

(ii) Except as described on Schedule 4(r)(ii), (A) each of the material Copyrights, Trademarks and Patents included in the Intellectual Property that the Borrower and its Subsidiaries own or exclusively in-license are valid, subsisting and enforceable, (B) no material Copyrights, Trademarks and Patents included in the Intellectual Property has been adjudged invalid or unenforceable, in whole or in part, and (C) no written claim has been made to the Borrower or any of its Subsidiaries that any

material Copyrights, Trademarks and Patents included in the Intellectual Property violates the rights of any third party.

(iii) Schedule 4(r)(iii) sets forth a true, correct and complete list of each of the Patents, registered Trademarks and registered Copyrights included in the Intellectual Property that the Borrower and its Subsidiaries own or exclusively in-license, and material License Agreements under which the Borrower and its Subsidiaries in-license Intellectual Property from third parties (other than shrink-wrap software licenses or off-the-shelf commercial software licenses), together with application or registration numbers, as applicable, in each case as of the Closing Date. The Borrower or any of its Subsidiaries is not in material breach of, nor has the Borrower or any of its Subsidiaries failed to perform any material obligations under, any of the foregoing License Agreements and, to the Borrower's knowledge, no third party to any such License Agreement is in material breach thereof or has failed to perform any material obligations thereunder.

(iv) Except as set forth on Schedule 4(r)(iv), each item of Intellectual Property that the Borrower or its Subsidiaries own or exclusively in-license that, individually or taken together with any other Intellectual Property, is material to the Company Business, taken as a whole (collectively, the "Current Company IP") (1) no such item of Current Company IP has lapsed, expired, been cancelled or invalidated or become abandoned or unenforceable, and (2) no written notice has been received challenging the inventorship or ownership, or relating to any lapse, expiration, invalidation, abandonment or unenforceability, of any such item of Current Company IP.

(v) The Borrower or any of its Subsidiaries possesses valid title to the Current Company IP for which it is listed as the owner or co-owner; and (ii) there are no Liens (other than Permitted Liens) on any Current Company IP.

(vi) To the Borrower's knowledge, there are no published patents, patent applications, articles or prior art references that are not owned or controlled by the Borrower or any of the Subsidiaries that would reasonably be expected to materially adversely affect the Company Business.

(vii) Except as set forth on Schedule 4(r)(vi), each Person who has or has had any rights in or to owned Current Company IP or any trade secrets owned by the Borrower or any of its Subsidiaries, including each inventor named on the Patents within such owned Current Company IP filed by the Borrower or any of its Subsidiaries, has executed an agreement assigning his, her or its entire right, title and interest in and to such owned Current Company IP and such trade secrets, and the inventions, improvements, ideas, discoveries, writings, works of authorship, information and other intellectual property embodied, described or claimed therein, to the stated owner thereof, and to the knowledge of the Borrower, no such Person has any contractual or other obligation that would preclude or conflict with such assignment or the exploitation of the Company Business or entitle such Person to ongoing payments.

(viii) There are no maintenance, annuity or renewal fees that are currently overdue beyond their allotted grace period for any of the Current Company IP that is owned by or exclusively in-licensed to the Borrower or any of its Subsidiaries, nor have any applications or registrations therefor lapsed or become abandoned, been cancelled or expired, other than those that the Borrower or its Subsidiaries have abandoned, cancelled or allowed to expired for strategic purposes. To the Borrower's knowledge, there are no maintenance, annuity or renewal fees that are currently overdue beyond their allotted grace period for any of the Current Company IP that is non-exclusively licensed to the Borrower or any of its Subsidiaries, nor have any applications or registrations therefor lapsed or become abandoned, been cancelled or expired, in each case, that would materially impact the exploitation of the Company Business.

(ix) Except as set forth on Schedule 4(r)(ix), there is no pending or, to the knowledge of the Borrower, threatened in writing action, suit, proceeding or claim by any Person that the Company Business or the business of its Subsidiaries as now conducted infringes or otherwise violates any intellectual property rights of another Person. To the knowledge of the Borrower, there is no existing infringement by another Person of any material Intellectual Property.

(x) The Borrower and its Subsidiaries have taken all commercially reasonable security measures (assessed by reference to what is commercially reasonable in the life sciences industry) to protect the secrecy, confidentiality, nature and value of all of its Intellectual Property used or held for use by the Borrower or any of its Subsidiaries that are material to the Company Business, where the value of such Intellectual Property is contingent upon maintaining the secrecy or confidentiality thereof. All licenses or other material agreements under which the Borrower is granted material rights to Intellectual Property are, to the knowledge of the Borrower, in full force and effect and, to the knowledge of the Borrower, there is no material default by any other Person thereto. The Borrower has no reason to believe that the licensors under such licenses and other agreements do not have and did not have all requisite power and authority to grant the rights to the Intellectual Property purported to be granted thereby. The consummation of the transactions contemplated hereby and by the other Transaction Documents will not result in the alteration, loss, impairment of or restriction on the Borrower's or any of its Subsidiaries' ownership or right to use any Intellectual Property that is material to the conduct of the Borrower's business as currently conducted. The Borrower and its Subsidiaries have the right to freely transfer, license or assign the Intellectual Property necessary or material in the operation or conduct of the Company Business, without condition, restriction or payment of any kind (other than license payments in the Ordinary Course of Business) to any other Person, and the Borrower and its Subsidiaries own or have the right to use, pursuant to valid licenses, all software development tools, library functions, compilers and all other third-party software and other items that are material to the Company Business, except customary covenants in inbound license agreements and equipment leases where the Borrower or any of its Subsidiary is the licensee or lessee.

(xi) No material software used by the Borrower or any of its Subsidiaries are subject to an open-source or similar license (including but not limited to the General Public License, Lesser General Public License, Mozilla Public License, or Affero

License) (collectively, “Open Source Licenses”) in a manner that would cause such software or other materials to have to be (A) distributed to third parties at no charge or a minimal charge (royalty-free basis); (B) licensed to third parties to modify, make derivative works based on, decompile, disassemble, or reverse engineer; or (C) used in a manner that does require disclosure or distribution in source code form.

(xii) The Borrower has not disclosed, delivered, licensed or made available to any Person or agreed or obligated itself to disclose, deliver, license or make available to any Person, or permitted the disclosure or delivery to any escrow agent or other Person of, any company source code, other than disclosures to employees and independent contractors who are individuals not companies involved in the development of products on behalf of the Borrower under binding written agreements that prohibit use or disclosure except in the performance of services for the Borrower. No event has occurred, and no circumstance or condition exists, that (with or without notice or lapse of time, or both) will, or would reasonably be expected to, result in the disclosure, delivery or license by the Borrower of any company source code, other than disclosures to employees and individual independent contractors involved in the development of the Borrower’s products under binding written agreements that prohibit use or disclosure except in the performance of services for the Borrower. Without limiting the foregoing, neither the execution of this Agreement nor any of the transactions contemplated by this Agreement will result in a release from escrow or other delivery to a Person of any company source code.

(xiii) The software included in Current Company IP and owned by the Borrower does not contain any disabling mechanisms or protection features which are designed to disrupt, disable, harm or otherwise impede in any manner the operation of, or provide unauthorized access to, a computer system or network or other device on which such software is stored or installed or damage or destroy any data or file without the user’s consent. The Borrower has implemented procedures that are both reasonable and consistent with standard industry practices designed to ensure its software is free from viruses, disabling or other malicious codes.

(s) *Environmental Matters.* Neither the Borrower nor any of its Subsidiaries is in material violation of any Law or Order of any Governmental Entity, domestic or foreign, relating to the use, disposal or release of hazardous or toxic substances or relating to the protection or restoration of the environment or human exposure to hazardous or toxic substances (collectively, “Environmental Laws”), has released any hazardous substances regulated by Environmental Law on to any real property that it owns or operates, or has received any written notice or claim it is liable for any off-site disposal or contamination pursuant to any Environmental Laws, except in each case as would not reasonably be expected to have a Material Adverse Effect; and to the knowledge of the Borrower, there is no pending or threatened in writing investigation that would reasonably be expected to lead to such a claim.

(t) *Insurance Coverage.* The Borrower and each of its Subsidiaries (i) maintain insurance covering their respective properties, operations, personnel and businesses as the Borrower reasonably deems adequate relative to customary industry practice, (ii) the Borrower reasonably believes such insurance insures against such losses and risks in accordance with

customary industry practice to protect the Borrower and the Subsidiaries and their respective businesses and which is commercially reasonable for the current conduct of their respective businesses, and (iii) maintains such insurance in full force on the date hereof.

(u) [Reserved].

(v) *Tax Representations.* There are no material U.S. federal, state, county, local or non-U.S. Taxes due and payable by the Borrower and its subsidiaries that have not been timely paid. There are no material accrued and unpaid U.S. federal, state, county, local or non-U.S. Taxes of the Borrower or its subsidiaries that are due, whether or not assessed or disputed. There have been no examinations or audits of any tax returns or reports of the Borrower or its subsidiaries by any applicable U.S. federal, state, local or non-U.S. Governmental Entity. The Borrower and its subsidiaries have duly and timely filed all material U.S. federal, state, county, local and non-U.S. tax returns required to have been filed by them, and there are in effect no waivers of applicable statutes of limitations with respect to Taxes of the Borrower or its subsidiaries for any year.

(w) [Reserved].

(x) *Cybersecurity; Data Protection.* The information technology assets and equipment, computers, systems, networks, hardware, software, websites, applications, and databases owned by, or licensed or leased to, the Borrower and its Subsidiaries and used in the business of the Borrower and its Subsidiaries (collectively, "IT Systems") are adequate for, and operate and perform as required in all material respects in connection with the operation of the business of the Borrower and its Subsidiaries as currently conducted and, to the knowledge of the Borrower, are free and clear of all material bugs, errors, defects, Trojan horses, time bombs, malware and other corruptants. The Borrower and its Subsidiaries have implemented and maintained appropriate and commercially reasonable controls, policies, procedures, safeguards and other technical and organizational measures necessary to maintain and protect their confidential information and the integrity, continuous operation, redundancy and security of all IT Systems and data (including all personal, personally identifiable, sensitive, confidential or regulated data (including protected health information) ("Personal Data")) Processed in connection with their businesses as currently conducted. The Borrower and its Subsidiaries have taken commercially reasonable steps in accordance with industry standard practices (including, without limitation, implementing and monitoring compliance with adequate measures with respect to technical and physical security) to protect Personal Data Processed by or on behalf of the Borrower or any of its Subsidiaries. There have been no breaches, violations, outages or unauthorized uses of or accesses to the IT Systems or Personal Data in the possession, custody or control of the Borrower or any of its Subsidiaries, nor any incidents under internal review or investigations relating to the same, including any alleged "breach" as defined in 45 C.F.R. § 164.402 or successful "security incident" (as defined in 45 C.F.R. § 164.304) with respect to "protected health information" (as defined in 45 C.F.R. § 160.103) (each, a "Security Incident"), except which would not, individually or in the aggregate, reasonably be expected to be material to the Borrower and its Subsidiaries, taken as a whole. The Borrower and its Subsidiaries have made all notifications to patients, customers or individuals required to be made by the Borrower and its Subsidiaries under applicable Data Protection Obligations arising out of or relating to any event of unauthorized access to or disclosure or acquisition of any Personal Data by any Person

of which the Borrower has knowledge. Except as would not, individually or in the aggregate, reasonably be expected to be material to the Borrower and its Subsidiaries, taken as a whole, the Borrower and its Subsidiaries are presently, and since January 1, 2021, have been in compliance with (i) all applicable Laws relating to the Processing of data, data privacy, data security, data breach notification, and the cross-border transfer of Personal Data (including without limitation, the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act, and the regulations promulgated thereunder (“HIPAA”), the General Data Protection Regulation EU 2016/679, the German Federal Data Protection Act, the ePrivacy Directive and national implementing and supplementing laws in the European Economic Area and United Kingdom, the Kingdom of Saudi Arabia’s National Data Management Office’s Interim Regulations on Personal Data Protection) and all applicable Orders and Laws of any Governmental Entity; (ii) internal and external privacy policies; and (iii) applicable industry standards and contractual obligations applicable to the Borrower and its Subsidiaries relating to the privacy and security of IT Systems and Personal Data (including the Payment Card Industry Data Security Standard) (collectively, clauses (i) - (iii), the “Data Protection Obligations”). The Borrower and its Subsidiaries have obtained written agreements from all subcontractors to which the Borrower or any of its Subsidiaries have provided or disclosed Personal Data to the extent required by the applicable Data Protection Obligations, and to the knowledge of the Borrower, no such subcontractor is in material breach of any such agreement. The Borrower and its Subsidiaries have in effect all required business associate contracts (as such term is defined under HIPAA) that satisfy the requirements of HIPAA in all material respects, such agreements permit the Borrower or its Subsidiary to operate the business of the Borrower and its Subsidiaries as it is presently conducted, and the Borrower and its Subsidiaries are not in material breach of any such agreements, and to the knowledge of the Borrower, no such business associate is in material breach of any such agreements. The Borrower and its Subsidiaries, with respect to their business, have undertaken all necessary surveys, audits, inventories, reviews, analyses and/or assessments (including any necessary risk assessments and risk analyses) of all areas of its business and operations required by the Data Protection Obligations, including security risk analyses that meet the standards set forth at 45 C.F.R. § 164.308(a)(1)(ii)(A) (each, a “Security Risk Analysis”), and have addressed and remediated all material risks identified in each Security Risk Analysis. Neither the Borrower nor any of its Subsidiaries has received any written notification of or written complaint regarding non-compliance in any material respect with any Data Protection Obligation. There is no pending, or to the knowledge of the Borrower, threatened in writing, action, suit or proceeding by or before any Governmental Entity, authority or body alleging non-compliance in any material respect with any Data Protection Obligation. Except as would not, individually or in the aggregate, reasonably be expected to be material to the Borrower and its Subsidiaries, taken as a whole, the Borrower and its Subsidiaries have made all disclosures to patients, relatives, customers or other individuals required by applicable Laws and no such disclosures have been inaccurate or in violation of any applicable Laws. The Borrower and its Subsidiaries have adopted and published privacy notices and policies that accurately describe the privacy practices of the Borrower and its Subsidiaries and complied with those notices and policies, and no such notices or disclosures have been inaccurate, misleading or deceptive. The Borrower and its Subsidiaries have all necessary authority, rights, consents and authorizations to Process any Personal Data maintained by or for the Borrower and its Subsidiaries to the extent

required in connection with the operation of the Borrower and its Subsidiaries' business as currently conducted.

(y) *Compliance with Health Care Laws.*

(i) The Borrower and its Subsidiaries are and, since January 1, 2021, have been in material compliance with all applicable Health Care Laws (as defined below). For purposes of this Agreement, "Health Care Laws" means the Federal Food, Drug, and Cosmetic Act (21 U.S.C. § 301 et seq.), the Clinical Laboratory Improvement Amendments of 1988 (42 U.S.C. § 263a et seq.), the Anti-Kickback Statute (42 U.S.C. Section 1320a-7b(b)), the Civil Monetary Penalties Law (42 U.S.C. § 1320a-7a), the Civil False Claims Act (31 U.S.C. Section 3729 et seq.), the criminal False Claims Law (42 U.S.C. § 1320a-7b(a)), all criminal laws relating to health care fraud and abuse, including but not limited to 18 U.S.C. Sections 286, 287, 1035, 1347, 1349 and the health care fraud criminal provisions under HIPAA, the exclusion laws (42 U.S.C. § 1320a-7), the Physician Payments Sunshine Act (42 U.S.C. Section 1320a-7h), the 21st Century Cures Act (Pub. L. 114-255), the Medicare statute (Title XVIII of the Social Security Act), the Medicaid statute (Title XIX of the Social Security Act) and any other Law or regulation governing or pertaining to a government healthcare program, and any and all other state, local or federal health care Laws and the regulations promulgated pursuant to such Laws, each as amended from time to time, as well as any foreign equivalent Laws in respect of any of the foregoing, including, in the case of the European Union, any such equivalent Laws of the European Union and the corresponding implementing national rules of each member state thereof, and the German Genetic Diagnostic Act (*Gendiagnostikgesetz*, "GenDG") and for the Kingdom of Saudi Arabia, the Ministry of Health's published regulations, policies and guidance. Since January 1, 2021, neither the Borrower nor its Subsidiaries has received any FDA Form 483, notice of adverse finding, warning letter, untitled letter or other correspondence or notice from the FDA, or other written notice of any claim, action, suit, proceeding, hearing, enforcement, investigation, arbitration or other action from any Governmental Entity alleging a material violation of any Health Care Laws, and, to the Borrower's knowledge, no such claim, action, suit, proceeding, hearing, enforcement, investigation, arbitration or other action is threatened in writing. The Borrower and its Subsidiaries have filed, maintained or submitted all material reports, documents, forms, notices, applications, records, claims, submissions and supplements or amendments as required by any Health Care Laws, and all such reports, documents, forms, notices, applications, records, claims, submissions and supplements or amendments were complete and accurate on the date filed in all material respects (or were corrected or supplemented by a subsequent submission). None of the Borrower or its Subsidiaries is a party to or has ongoing reporting or disclosure obligations pursuant to any corporate integrity agreements, deferred or non-prosecution agreements, monitoring agreements, consent decrees, settlement orders, plans of correction or similar agreements with or imposed by any Governmental Entity. None of the Borrower, its Subsidiaries or its respective employees, officers or directors, or, to the knowledge of the Borrower, agents, has been excluded, suspended or debarred from participation in any U.S. federal health care program or, to the knowledge of the Borrower, is subject to an inquiry, investigation, proceeding or other similar action from a Governmental Entity that could reasonably be expected to result in debarment, suspension, or exclusion.

(ii) (A) There have been no material recalls, field notifications, field corrections, market withdrawals or replacements, warnings, “dear doctor” letters, investigator notices, safety alerts or other notice of action relating to an alleged lack of safety, efficacy, or regulatory compliance of the Borrower’s products (“Safety Notices”), and (B) to the Borrower’s knowledge, there are no facts that would be reasonably likely to result in a material Safety Notice with respect to the Borrower’s products, or a termination or suspension of marketing or testing of any of the Borrower’s products.

(iii) All clinical or preclinical studies, tests, trials or investigations that have been or are being conducted by or on behalf of, or sponsored by, the Borrower or any of its Subsidiaries, or in which the Borrower’s or any of its Subsidiaries’ products or product candidates have participated, and which have been or will be submitted to the FDA or other Governmental Entity in connection with applications for Permits, were and, if still pending, are being conducted in compliance in all material respects with all applicable Health Care Laws. No investigational device exemption or other allowance to commence a clinical trial or investigation filed with or submitted to the FDA or other Governmental Entity by or on behalf of the Borrower or any of its Subsidiaries has been terminated or suspended, and neither the FDA nor any applicable Governmental Entity has commenced, or to the Borrower’s knowledge, threatened in writing to initiate, any action to place a clinical hold order on, or otherwise adversely modify, terminate, delay or suspend, any proposed or ongoing clinical investigation conducted or proposed to be conducted by or on behalf of the Borrower or any of its Subsidiaries and, to the Borrower’s knowledge, there are no reasonable grounds for the same.

(iv) The Borrower and each of its Subsidiaries meet all applicable Payor requirements and conditions of participation and are a party to valid participation or other agreements required for payment by such Payors in all material respects. All billing, claims, reporting and documentation practices of the Borrower and its Subsidiaries are in compliance and have been in compliance with all Health Care Laws and legally enforceable Payor requirements in all material respects. Neither the Borrower nor any of its Subsidiaries has billed, received or retained any payment or reimbursement in violation of applicable Health Care Laws or legally enforceable Payor requirements in any material respects. There are no pending audits, recoupments, appeals, or challenges in excess of \$500,000 with respect to any billings or claims submissions. No audit, investigation, validation review or program integrity review related to the Borrower or any of its Subsidiaries has been conducted by any Payor or Governmental Entity since January 1, 2021 which, if determined adversely to the Borrower or any of its Subsidiaries, would, individually or in the aggregate, reasonably be expected to be material to the Borrower and its Subsidiaries, taken a whole.

(z) *Nasdaq*. As of the date hereof, the Borrower’s Common Shares are listed on Nasdaq. Schedule 4(z) sets forth the grounds (or potential grounds) on which Nasdaq may delist the Borrower’s Common Shares as to which the Borrower is aware as of the date hereof.

(aa) *Securities Act Matters*. Assuming the accuracy of the representations and warranties of Investor, the issuance of the Underlying Shares pursuant to this Agreement is exempt from the registration requirements of the Securities Act.

(bb) *Employment Matters.*

(i) Neither the Borrower nor any of its Subsidiaries is or has ever been bound by any union contract or collective bargaining agreement and no labor union or works council or similar labor organization or representative body represents any Business Employee. There is no material activity or proceeding by any labor union or representative thereof to organize any Business Employee. There are no controversies, strikes, slowdowns, work stoppages or any other material labor disputes involving any Business Employee pending or, to the knowledge of the Borrower, threatened in writing, nor have there been any such controversies, strikes, slowdowns or work stoppages in the past three years. There are no grievances or unfair labor practice complaints pending against the Borrower or any of its Subsidiaries before the National Labor Relations Board or any other Governmental Entity with respect to any Business Employee.

(ii) Except as would not reasonably be expected to have a Material Adverse Effect, the Borrower and its Subsidiaries are, and have been for the past three years, in compliance with all applicable Laws relating to labor, employment, fair employment practices, terms and conditions of employment, immigration, and wages and hours, and there are no complaints, lawsuits, arbitrations, administrative proceedings, or other proceedings pending or, to the knowledge of the Borrower, threatened in writing against the Borrower or any of its Subsidiaries brought by or on behalf of any applicant for employment, any current or former employee, any person alleging to be a current or former employee, any class of the foregoing, or any Governmental Entity, relating to any such Law, or alleging breach of any express or implied contract of employment, wrongful termination of employment, or any other discriminatory, wrongful or tortious conduct in connection with the employment relationship.

(iii) Except as would not reasonably be expected to have a Material Adverse Effect, all of the independent contractors and service providers of the Borrower and its Subsidiaries are and have been rightly classified as independent contractors and, to the knowledge of the Borrower, (i) no contractor, freelancer or consultant has claimed to be an employee of the Borrower or its Subsidiaries within the last five years prior to the date hereof and (ii) neither the Borrower nor any of its Subsidiaries employs any independent contractor, freelancer or consultant who is in fact a disguised employee (*Scheinselbstständiger*) under the applicable Laws of the Borrower or the respective Subsidiary's jurisdiction.

(iv) Schedule 4(bb)(iv)(1) sets forth a complete and correct list of all officers and directors of the Borrower and any Subsidiary of the Borrower by: name; title or position; status (part-time, full-time, exempt, non-exempt, etc.); whether paid on a salaried, hourly or other basis; current base salary or wage rate; current target bonus; start date; service reference date (if different from the start date); work location (city and state); vacation entitlement formula; amount of accrued but unused vacation; and an indication of whether or not such employee is on leave of absence.

(cc) *[Reserved]*

(dd) *Employee Benefit Matters.*

(i) Each material Benefit Plan is listed on Schedule 4(cc). Each Benefit Plan (A) has been operated and administered in all material respects in accordance with its terms and applicable Law, (B) which is a “nonqualified deferred compensation plan” (within the meaning of Section 409A of the Code) is and has at all relevant times been operated, administered and documented in compliance in all material respects with Section 409A of the Code and all proposed and final IRS guidance thereunder, and (C) which is intended to be “qualified” within the meaning of Section 401(a) of the Code has received a favorable determination or opinion letter as to its qualification, and nothing has occurred, whether by action or failure to act, that would reasonably be expected to cause the loss of such qualification.

(ii) There are no pending, or to the knowledge of the Borrower, threatened in writing claims by or on behalf of any Benefit Plan, by any employee or beneficiary covered under any such Benefit Plan, or otherwise involving any such Benefit Plan (other than routine claims for benefits).

(iii) With respect to each Benefit Plan, the Borrower has delivered to Lender true and complete copies, as applicable, of (A) the plan document (including all amendments thereto) and any related trust agreement and other governing documents, (B) the most recent annual report (Form 5500 Series) filed with the IRS, (C) the most recent financial statements and actuarial valuation, (D) the most recent summary plan description and any summaries of material modification thereto, (E) the most recent favorable determination or opinion letter received from the IRS and (F) any non-routine, material correspondence with any Governmental Entity during the past three years.

(iv) Neither the Borrower, any of its Subsidiaries, nor, to the knowledge of the Borrower, any other “disqualified person” or “party in interest” (as defined in Section 4975(e)(2) of the Code and Section 3(14) of ERISA, respectively) has engaged in any transactions in connection with any Benefit Plan that would reasonably be expected to result in the imposition of a penalty pursuant to Section 502 of ERISA, damages pursuant to Section 409 of ERISA or a tax pursuant to Section 4975 of the Code.

(v) Except as set forth in Schedule 4(cc)(v), no current or former managing director, employee or any other individual engaged by the Borrower or any of its Subsidiaries is entitled to (A) a bonus, retention payment, severance payment, performance orientated payment or comparable payments regarding the consummation of the transactions contemplated by this Agreement and/or continued service or employment with the Borrower or its Subsidiaries, (B) any payments under or in connection with any virtual share option, equity option, equity incentive plan or other employee participation programs of the Borrower or any of its Subsidiaries or (C) any payment that could, individually or in combination with any other such payment, constitute an “excess parachute payment,” as defined in Section 280G(b)(1) of the Code.

(vi) Except as set forth in Schedule 4(cc)(vi) and except to the extent only implementing or reflecting mandatory legal obligations or mandatory legal requirements

pursuant to applicable Law, no pension plan, pension scheme, pension related arrangement or promises exist under which any current or former managing director or employee of the Borrower or an Affiliate has any entitlements (jointly the "Pension Commitments"). With regard to the Pension Commitments, as of the date hereof, all pension payments (including any mandatory adjustments) and contributions have been made and all fees for reinsurances as well as insolvency coverage have been paid in full and sufficient book reserves have been established for any unfunded pension liabilities in accordance with the latest actuarial reports. All Pension Commitments have been made and, where applicable, changed, amended, replaced, closed or terminated, in compliance with all applicable requirements of all applicable Laws.

(vii) Neither the Borrower nor any ERISA Affiliate has sponsored, maintained, contributed to or been required to maintain or contribute to, or has any actual or contingent liability under, any Benefit Plan that is subject to Section 302 or Title IV of ERISA or Section 412 or 430 of the Code or is otherwise a defined benefit pension plan within the meaning of ERISA or is a multiple employer plan (as described in Section 413(c) of the Code) or a multiple employer welfare arrangement (as defined in Section 3(40) of ERISA).

(viii) No Benefit Plan provides health, medical or other welfare benefits after retirement or other termination of employment (other than for continuation coverage required under Section 4980(B)(f) of the Code), and no circumstances exist that could result in the Borrower or any of its Affiliates becoming obligated to provide any such benefits.

(ee) *Anti-Corruption.*

(i) None of the Borrower, any of its Subsidiaries, directors, officers, or employees, nor, to the knowledge of the Borrower, any agent, representative, consultant or any other Person acting on behalf of the Borrower or any of its Subsidiaries (and only in their capacities as such) has, within the last five years and in connection with the business of the Borrower or any of its Subsidiaries: (A) unlawfully offered, paid, promised to pay, or authorized the payment of, directly or indirectly, anything of value, including money, loans, gifts, travel, or entertainment, to any Government Official with the purpose of (1) influencing any act or decision of such Government Official in his or her official capacity; (2) inducing such Government Official to perform or omit to perform any activity in violation of his or her legal duties; (3) securing any improper advantage; or (4) inducing a Government Official to influence or affect any act or decision of such Governmental Entity; (B) made any illegal contribution to any political party or candidate; (C) made, offered or promised to pay any unlawful bribe, payoff, influence payment, kickback, unlawful rebate, or other similar unlawful payment of any nature, directly or indirectly, in connection with the business of the Borrower, to any person, including any supplier or customer; (D) knowingly established or maintained any unrecorded fund or asset or made any false entry on any book or record of the Borrower or any of its Subsidiaries for any purpose; or (E) otherwise violated any Anti-Corruption Laws.

(ii) The Borrower represents and warrants that it will comply with all Anti-Corruption Laws and will not, directly or indirectly, make any offer, payment, promise to pay, or authorize the payment, of money or anything else of value to any Person, including any Government Official, in violation of any Anti-Corruption Law, or make any illegal or improper bribe, rebate, payoff, influence payment, kickback or other unlawful or improper payment or benefit.

(iii) At all times during the past five years, the Borrower has implemented and maintained policies and procedures reasonably designed to promote and achieve compliance by the Borrower and its Subsidiaries and their respective directors, officers, employees, and agents with the Anti-Corruption Laws. The Borrower will continue to maintain and enforce such policies and procedures.

(iv) The Borrower, its Subsidiaries, and their respective Representatives have not been the subject of any actual, suspected, or threatened in writing allegations, investigations, litigation, voluntary or directed disclosures to any Government Entity (including but not limited to the U.S. Department of Justice, U.S. Securities Exchange Commission, or U.K. Securities Fraud Office), whistleblower reports, or other issues concerning suspected violation of the Anti-Corruption Laws.

(ff) *Sanctions and Trade Controls.* The Borrower has, within the last five years: (i) complied with applicable Trade Control Laws and Sanctions; (ii) maintained in place and implemented controls and systems reasonably designed to comply with applicable Trade Control Laws and Sanctions; (iii) not engaged in a transaction or dealing, direct or indirect, with or involving a Sanctioned Country or Sanctioned Person; and (iv) not been the subject of or otherwise involved in investigations or enforcement actions by any Governmental Entity or other legal proceedings with respect to any actual or alleged violations of Trade Control Laws or Sanctions, and has not been notified in writing of any such pending or threatened actions. Neither the Borrower nor any director, officer or, to the knowledge of the Borrower, employee or agent of the Borrower is: (x) a Sanctioned Person; (y) subject to debarment or any list-based designations under any Trade Control Law; or (z) engaged in transactions, dealings, or activities that might reasonably be expected to cause such Person to become a Sanctioned Person.

Section 5. REPRESENTATIONS, WARRANTIES AND COVENANTS OF LENDER. Lender represents, and warrants to the Borrower and covenants that:

(a) *Authorization, Execution and Delivery of This Agreement.* Lender has full power and authority to execute and deliver, and perform its obligations under, and has duly authorized, executed and delivered, each Transaction Document.

(b) *Non-Contravention.* The consummation of the transactions contemplated by the Transaction Documents to be performed by Lender, including the funding of the Loan by Lender pursuant to this Agreement, will not (i) contravene any Law binding on Lender or any investment guideline or restriction applicable to Lender; or (ii) constitute a breach or violation or result in a default under the organizational documents of Lender or any material loan agreement, mortgage, lease or other agreement or instrument to which Lender is a party or by which it is bound.

(c) *Acknowledgement of Risks; Investment and Transaction Sophistication.* Lender understands and accepts that the Loan involves risks. Lender has such knowledge, skill and experience in business, financial and investment matters that Lender is capable of evaluating the merits and risks of the transactions contemplated by the Transaction Documents. With the assistance of Lender’s own professional advisors, to the extent that Lender has deemed appropriate, Lender has made its own legal, tax, accounting and financial evaluation of the merits and risks of an investment in the Loan and the consequences of the transactions contemplated by this Agreement. Lender has considered the suitability and repayment of the Loan as an investment in light of Lender’s own circumstances and financial condition, and Lender is able to bear the risks associated therewith. Lender acknowledges that it may be required to hold the Loan and any Underlying Shares for an indefinite period of time and that it will bear the related economic risks, including the risk of a complete loss of its investment.

(d) *No Registration.* Investor is a “qualified institutional buyer” (within the meaning of Rule 144A under the Securities Act) or an “accredited investor” (within the meaning of Rule 21 501 of Regulation D under the Securities Act) and is aware that the issuance of the Underlying Shares upon conversion of the Loan in the manner contemplated by the Transaction Documents shall be made in reliance on a private placement exemption from registration under the Securities Act. Upon conversion, Investor shall acquire the Underlying Shares solely for Investor’s own beneficial account, for investment purposes, and not with a view to, or for resale in connection with any distribution of the Underlying Shares in violation of the Securities Act. Investor understands that the offer and issuance of the Underlying Shares upon conversion shall not be registered under the Securities Act or any state securities laws by reason of specific exemptions under the provisions thereof that depend in part upon the investment intent of Investor and the accuracy of the other representations made by Investor in this Agreement and that the Company is relying on the representations, warranties and agreements contained herein for the purpose of determining whether the offer and issuance of the Underlying Shares upon conversion meet the requirements for such exemptions.

(e) *Restricted Securities.* Investor understands and acknowledges that the Underlying Shares, if any, are “restricted securities” within the meaning of Rule 144(a)(3) under the Securities Act, and may not be Transferred unless pursuant to a registration statement that is effective under the Securities Act or pursuant to an exemption from the registration requirements of the Securities Act and in compliance with any restrictive legend imprinted thereon to the same effect.

Section 6. FURTHER COVENANTS OF THE PARTIES.

(a) *Right to Nominate Lender Directors.*

(i) *Generally.* For so long as (x) the Loan funded on the Closing Date remains outstanding or (y) following any conversion of the Loan, Lender and its Permitted Transferees continue to have record and beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act) of at least 10% of the outstanding Common Shares of the Borrower (in each case, the “Nomination Right Condition”), Lender and its Permitted Transferees, if any, shall have the right to designate two persons for appointment to the Supervisory Board of Directors (an “Lender Nominee”), at each

annual general meeting of shareholders of the Borrower in which one or more members of the Supervisory Board of Directors are up for appointment or re-appointment. If Lender and its Permitted Transferees, if any, have the right to so designate one or two Lender Nominees in a given year, the Supervisory Board of Directors shall upon each such designation having been made nominate each Lender Nominee so designated for appointment or re-appointment, as applicable, by the general meeting of shareholders of the Borrower to the Supervisory Board of Directors in accordance with the Articles of Association and Dutch law. If, following appointment or re-appointment to the Supervisory Board of Directors, a Lender Nominee resigns, is removed, is not re-appointed or is otherwise unable to serve for any reason and Lender and its Permitted Transferees, if any, still have the right to designate a Lender Nominee, then Lender and its Permitted Transferees, if any, shall be entitled to designate a replacement Lender Nominee, and the Supervisory Board of Directors shall upon such designation nominate the Lender Nominee for appointment by the general meeting of shareholders to the Supervisory Board of Directors in accordance with the Articles of Association and Dutch law. In the event that Lender and its Permitted Transferees, if any, cease to satisfy either Nomination Right Condition, if requested by the Supervisory Board of Directors, Lender and its Permitted Transferees, if any, shall use reasonable efforts to have such Lender Nominee resign as a member of the Supervisory Board of Directors.

(ii) Subject to all applicable legal and Nasdaq listing requirements, in the event any Lender Nominee is appointed to the Supervisory Board of Directors, the Borrower shall take all action reasonably necessary to ensure such Lender Nominee serves as a member of one committee of the Supervisory Board of Directors (other than the Audit Committee), in accordance with the Borrower's Articles of Association and other organizational documents of the Borrower.

(iii) In the event any Lender Nominee is appointed to the Supervisory Board of Directors, such Lender Nominee shall be entitled to indemnification in the same manner and to the same extent as the other members of the Supervisory Board of Directors, in accordance with the Borrower's organizational documents and on the basis of the form of director indemnification agreements filed in the SEC Documents.

(iv) At all times when the Nomination Right Condition is satisfied without a Lender Nominee serving as a member of the Supervisory Board of Directors, if requested by Lender, the Borrower shall (or it shall cause its management board or its Supervisory Board of Directors, as applicable, to) convene an extraordinary general meeting of shareholders of the Borrower for the appointment of such then-current Lender Nominee to the Supervisory Board of Directors. Notwithstanding anything to the contrary in this Section 6(a)(iv), if the Borrower's next general meeting of shareholders is scheduled to occur within 90 days after a request from Lender pursuant to this Section 6(a)(iv), and the Borrower is otherwise permitted to conduct such appointment at such next general meeting, then such appointment will instead be included in the agenda for, and conducted at, such next general meeting of the shareholders.

(b) *Restrictions on Transfer.* Lender shall not Transfer any amount of the Loan to any Person (i) without the consent of the Borrower and (ii) unless such Person executes and delivers

a joinder to the Oxford Subordination Agreement to Oxford concurrently with, but immediately prior to, such Transfer, such joinder to be in form and substance reasonably satisfactory to Oxford Finance LLC (or in the case of a refinancing of the Oxford Loan, the lenders providing such refinancing). Notwithstanding the foregoing, without the consent of the Borrower (but subject to the requirement to execute and deliver a joinder to the Oxford Subordination Agreement described in clause (b)(ii) above), Lender may Transfer the Loan, in whole, but not in part (i) to any transferee that is (x) a wholly owned direct or indirect Subsidiary of the Lender; or (b) a parent that owns 100% of the Lender (but does not include, for the avoidance of doubt, any Subsidiary of any such parent other than the Lender and its wholly owned direct or indirect Subsidiaries), (ii) following the date the Borrower commences a voluntary case under Title 11 of the United States Bankruptcy Code or any other similar insolvency laws or (iii) upon the occurrence of a Default or Event of Default (each as defined in the Terms and Conditions) (each transferee pursuant to clauses (i), (ii) and (iii), a “Permitted Transferee”). Following any Transfer to a Permitted Transferee, such Permitted Transferee shall be deemed a “Lender” for purposes of this Agreement and the terms and conditions contained herein shall apply to such Permitted Transferee. Any attempted Transfer in violation of this Section 6(b) or applicable securities laws shall be void *ab initio*.

(c) *Authorized Shares.* At all times when the Loan is outstanding, the Borrower shall use its best efforts to ensure that its authorized share capital (“*maatschappelijk kapitaal*”) is sufficient for the conversion of the Loan, and upon issuance of the Underlying Shares in accordance with the terms hereof, as applicable, such Underlying Shares will be duly and validly issued, fully paid and nonassessable (meaning that the holder of a Common Share shall not by reason of merely being such a holder be subject to assessment or calls by the Company or its creditors for further payment on such Common Share) and free of restrictions on transfer other than the Borrower’s governing documents, applicable federal and state securities laws or Liens created by or imposed by Lender. The Borrower covenants and agrees that it will not issue or grant Capital Shares such that the Borrower has an insufficient number of unissued Common Shares comprised in the authorized share capital for the Maximum Number of Underlying Shares to be issued in the event of conversion of the Loan at any time.

(d) *Use of Proceeds.* The Borrower shall use the proceeds from the Loan to (i) fund working capital and general corporate purposes, (ii) pay for the fees and expenses payable by the Borrower in connection with the transactions contemplated by this Agreement, and (iii) fund at least \$5.0 million U.S. Dollars for the joint venture with Lender (the “Joint Venture”) in accordance with that certain Joint Venture Agreement, dated June __, 2023.

(e) *Additional Documentation.* Lender will, upon request, execute and deliver any additional documents that the Borrower may reasonably request to complete the transactions contemplated by the Transaction Documents.

(f) *Indebtedness.* Without Lender’s prior written consent, the Borrower shall not, and shall cause its Subsidiaries not to, (i) create, incur, assume or be liable for any Indebtedness (other than the Oxford Loan) that is secured by any security interest or Lien in the Borrower’s assets in favor of any Person, unless the Loan is secured on an equal and ratable basis with such Indebtedness or (ii) incur Indebtedness under that certain Loan and Security Agreement, dated as of January 31, 2022 among the Borrower, certain Subsidiaries of the Borrower, Oxford Finance

LLC and the Lenders party thereto from time to time, as amended, supplemented, restated, renewed, replaced, refinanced or extended from time to time (the "Oxford Loan") in an aggregate principal amount outstanding exceeding \$50,000,000 (or at any time prior to an Insolvency Proceeding (as defined in the Oxford Subordination Agreement) of the Borrower or any of its material Subsidiaries, such larger amount with the prior written consent of Lender and from and after such Insolvency Proceeding such consent shall not be required) and all other Obligations (as defined in the Oxford Loan) in respect of the Oxford Loan. For the sake of clarity, the aggregate principal amount of the Oxford Loan shall not include interest, Lenders' Expenses, the Prepayment Fee, the Final Payment, the payment under the Success Fee Agreement (as such terms are defined in the Oxford Loan) or other amounts due to the collateral agent and the lenders in respect of the Oxford Loan.

(g) *Rights Upon Conversion.* Following (a) the conversion of the Loan into Common Shares and (b) the acquisition by any Person, directly or indirectly, of beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act) of a percentage of the outstanding shares of the Borrower that is greater than the ownership percentage of the outstanding shares in the Borrower beneficially owned (within the meaning of Rule 13d-3 under the Exchange Act) by the Lender at such time, the Borrower and the Lender shall negotiate in good faith and enter into a shareholders agreement or similar agreement with the Lender (a "Lender Shareholders Agreement") containing customary minority rights in favor of the Lender. The LSA Notice shall set forth the Borrower's proposal for the terms of the Lender Shareholders Agreement. If, at such time, no Take-Private Transaction has occurred, such terms shall be limited to customary negative consent rights (limited to the following matters: amendments to charter documents, material acquisitions, material agreements, incurrence of indebtedness, material changes to the nature of the business, related party transactions, and amendments to the Joint Venture documents, in each case, subject to limitations and qualifications to be agreed; provided, however, by way of example and without limitation, that the Company shall not be required to agree to any particular consent right if the Supervisory Board of Directors or the Company's Management Board of Directors determine that the provision of such consent right would violate their respective fiduciary duties under applicable Law or violate any Nasdaq requirements applicable to the Company) and information rights in favor of the Lender. If, at such time, a Take-Private Transaction has occurred, such rights may include, without limitation, customary minority consent rights (including the rights described in the preceding sentence), preemptive rights, rights of first refusal, rights of co-sale and information rights in favor of the Lender. Nothing in the Lender Shareholders Agreement or this Section 6(g) shall limit the Lender's rights under Section 6(a) or the Preemptive Rights Agreement or the ROFO Agreement. In the event that following delivery of the LSA Notice a Take-Private Transaction occurs, the Lender may deliver another written notice (a "Subsequent LSA Notice") to the Borrower of its obligation to negotiate in good faith and enter into a shareholders agreement or similar agreement with the Lender (which may be an amendment to the Lender Shareholders Agreement) (a "Subsequent Lender Shareholders Agreement") setting forth the Lender's proposal for the terms of such Subsequent Lender Shareholders Agreement, which may include, among other things, customary minority consent rights, preemptive rights, rights of first refusal, rights of co-sale and information rights in favor of the Lender. Upon receipt of the LSA Notice or Subsequent LSA Notice, the Lender and the Borrower shall negotiate in good faith the terms of the Lender Shareholders Agreement or Subsequent Lender Shareholders Agreement proposed by the Borrower in the LSA Notice as promptly as reasonably practicable, provided, however,

that the minority rights provided to the Borrower shall be no less favorable to the Lender than the minority rights provided to other shareholders of the Borrower holding the same or a smaller percentage of the outstanding shares of capital stock of the Borrower as the Lender holds as of the time of the negotiation.

Section 7. CONDITIONS TO OBLIGATIONS OF THE BORROWER AND LENDER.

(a) *Conditions to the Obligations of the Borrower.* The obligation of the Borrower to execute and deliver the Transaction Documents to which it is a party to Lender is subject to the satisfaction at or prior to the Closing of each of the following conditions precedent: (i) the representations, warranties and covenants of Lender in Section 5 hereof are true and correct as of the Closing in all respects with the same effect as though such representations and warranties had been made as of the Closing; (ii) the Borrower shall have received the consent under the Oxford Loan; (iii) all covenants of Lender in Section 5 to be performed at or before the Closing have been performed; and (iv) receipt of the Loan proceeds in accordance with Section 3(b) (ii).

(b) *Conditions to Lender's Obligations.* The obligation of Lender to fund its Loan Commitment Amount pursuant to this Agreement is subject to the satisfaction at or prior to the Closing of each of the following conditions precedent: (i) the representations, warranties and covenants of the Borrower in Section 4 and Section 6 hereof are true and correct in all material respects, and the Borrower shall have performed and complied in all respects with such agreements and covenants required to be performed and complied with prior to the Closing, (ii) Lender shall have received a copy of the resolutions adopted by the Supervisory Board of Directors and the Borrower's management board approving the Transaction Documents and the transactions contemplated hereby and thereby (including the borrowing of the Loan), together with a certificate executed by one or more members of the management board on behalf of the Borrower certifying (A) the Borrower has the authority to execute, deliver, and perform its obligations under each of the Transaction Documents, (B) that set forth as a part of or attached as an exhibit to such certificate is a true, correct, and complete copy of the resolutions then in full force and effect authorizing and ratifying the execution, delivery, and performance by the Borrower of the Transaction Documents, (C) the name(s) of the Person(s) authorized to execute the Transaction Documents on behalf of the Borrower, together with a sample of the true signature(s) of such Person(s), and (D) that the conditions to be satisfied on or prior to the Closing Date have been satisfied by the Borrower, (iii) Lender shall have received a copy of a legal opinion of Davis Polk & Wardwell LLP in customary form regarding the Loan reasonably satisfactory to Lender (the "Closing Legal Opinion"), (iv) no event shall have occurred which would cause, or be reasonably likely to cause, any Material Adverse Effect to occur on or prior to the Closing Date, (v) the Borrower and its Subsidiaries shall have obtained all authorizations from any applicable Governmental Entity and all consents of other Persons, in each case that are necessary or advisable in connection with the transactions contemplated by the Transaction Documents, including consent under the Oxford Loan, and each of the foregoing shall be in full force and effect and in form and substance reasonably satisfactory to Lender, (vi) Lender shall have received a duly executed copy of the Borrower's counterpart to the final definitive documents to form the Joint Venture.

Section 8. THE RELEASE TIME. (a) As of the date of this Agreement, the Borrower is not aware of, and has not provided to Lender, any material non-public information regarding the

Borrower or its securities, other than any material non-public information relating to the transactions contemplated by this Agreement; and (b) the Borrower agrees to publicly disclose at or before 8:30 a.m., New York City time, on the first Business Day after the date of this Agreement (such time and date, the “Release Time”), the material terms of this Agreement and the transactions contemplated hereby in a press release or other public announcement. The Borrower acknowledges and agrees that, as of the Release Time, none of the information provided by or on behalf of the Borrower to Lender in connection with the transactions contemplated by this Agreement will constitute material non-public information.

Section 9. TAX MATTERS. The Borrower shall be responsible of all applicable Taxes, including withholding tax, that will arise from this Agreement.

Section 10. MISCELLANEOUS.

(a) *Survival*. All of the agreements, covenants, representations and warranties made by each party hereto in this Agreement shall survive the Closing.

(b) *Entire Agreement; Waiver; Amendment*. This Agreement and the other Transaction Documents (including any schedules and exhibits hereto and thereto) represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof. Nothing expressed or implied in this Agreement is intended or shall be construed so as to grant or confer on any person, firm or corporation other than the parties hereto, any rights or privileges hereunder. This Agreement can be amended, supplemented, changed, discharged or terminated and any provision hereof can be waived, only by written instrument making specific reference to this Agreement signed by the parties hereto. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by the party taking such action of compliance with any agreement contained herein. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such party preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

(c) *Assignability*. Subject to Section 6(b), neither this Agreement nor any right, remedy, obligation or liability arising hereunder or by reason hereof will be assignable by either the Borrower, on the one hand, or Lender, on the other hand, without the prior written consent of the other party.

(d) *Further Instruments and Acts*. Each of the parties to this Agreement agrees to execute and deliver such further instruments and do such further acts as may be reasonably necessary or proper to more effectively carry out the purposes of this Agreement and the other Transaction Documents.

(e) *Waiver of Jury Trial*. EACH OF THE BORROWER AND LENDER IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY WITH RESPECT

TO ANY LEGAL PROCEEDING ARISING OUT OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

(f) *Governing Law.* This Agreement will be governed by and construed in accordance with the internal laws of the State of New York.

(g) *Arbitration.* Each party agrees that any dispute, difference, claim, question or controversy arising out of or in connection with the Transaction Documents, which is not amicably settled between the parties hereto within a period of one month from the date of the start of negotiations between the parties, shall be finally resolved pursuant to arbitration pursuant to the terms set forth in this Section 10(g). New York, NY will be the place of arbitration. Arbitration shall be governed by Judicial Arbitration & Mediation Services (“JAMS”) and its JAMS Comprehensive Rules and Procedures (“JAMS Rules”) in effect at the time the arbitration is commenced. A panel of three neutral arbitrators will be selected in accordance with the JAMS Rules to conduct the arbitration. The arbitration shall be conducted in English. The arbitral award shall be final and enforced in any court of competent jurisdiction by either party. To the extent permissible by Law, the parties hereby waive any right to appeal the decision of the arbitration. The arbitral tribunal may award legal costs and expenses as it deems fit. The parties hereby acknowledge and agree that arbitrators may issue procedural orders and decide on interim measures/injunctions in the course of the arbitration. The parties hereunder agree that any one of them may request in aid of arbitration from any court of competent jurisdiction, injunctive relief or other conservatory measures. The parties hereto hereby agree that the fact of any arbitration hereunder, the content of any such proceedings and the outcome thereof shall be treated as confidential and shall be held confidential by each party and their respective Representatives in accordance with Section 10(n) of this Agreement.

(h) *Counterparts.* This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including .pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000, e.g., www.docuSign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

(i) *Notices.* All notices and other communications under this Agreement shall be in writing and shall be deemed given (a) when delivered personally by hand (with written confirmation of receipt), (b) when sent by e-mail (with written confirmation of transmission) or (c) one Business Day following the day sent by overnight courier (with written confirmation of receipt), in each case at the following addresses and facsimile numbers (or to such other address or facsimile number as a Party may have specified by notice given to the other Party pursuant to this provision):

If to Borrower:

Centogene N.V.
Am Strande 7
18055 Rostock
Germany

Attn: [***]
Email: [***]

with a copy to (which shall not constitute notice):

Davis Polk & Wardwell London LLP
5 Aldermanbury Square
London EC2V 7HR
Attn: Leo Borchardt
Email: leo.borchardt@davispolk.com

And

Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, NY 10017
United States
Attn: David Hahn
Email: david.hahn@davispolk.com

And

NautaDutilh N.V.
Beethovenstraat 400
1082 PR Amsterdam
The Netherlands
Attn: Paul van der Bijl
Email: Paul.vanderBijl@nautadutilh.com

If to Lender:

Alra'idah Digital City, Building MU04, Al Nakhil District,
P.O. Box 6847, Riyadh 11452,
The Kingdom of Saudi Arabia
Attn: [***]
Email: [***]

with a copy to (which shall not constitute notice):

Latham & Watkins LLP
Al-Tatweer Towers, 7th Floor, Tower 1
King Fahad Highway, PO Box 17411
Riyadh 11484, Saudi Arabia
Attn: Ahmed el-Gaili, David Zaheer, and Gregory P. Rodgers
Email: Ahmed.el-Gaili@lw.com
david.zaheer@lw.com
Greg.Rodgers@lw.com

(j) *Binding Effect.* The provisions of this Agreement will be binding upon and accrue to the benefit of the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

(k) *Severability.* If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(l) *No Third Party Beneficiaries.* This Agreement is for the sole benefit of the parties hereto and their successors and permitted assigns and nothing expressed or referred to in this Agreement will be construed to give any Person, other than the parties to this Agreement and such permitted assigns, any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement, whether as third party beneficiary or otherwise.

(m) *Interpretation.* Any reference to a contract, instrument or other document as of a given date means the contract, instrument or other document as amended, supplemented and modified from time to time through such date. The headings contained in this Agreement are for convenience of reference only and will not affect the meaning or interpretation of this Agreement. All preamble, recital, article, section, exhibit and schedule references are to the preambles, recitals, articles, sections, exhibits and schedules of this Agreement unless otherwise specified. All references in this Agreement to “dollars” or “\$” are to U.S. dollars. All payments to be made in cash under this Agreement or under any other Transaction Document are to be paid in U.S. dollars. All references in this Agreement to any period of days will mean the relevant number of calendar days, unless otherwise specified. When calculating the period of time before which, within which or following which, any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period will be excluded, unless otherwise specified. If the last day of any period is a non-Business Day, the period in question will end on the next succeeding Business Day, unless otherwise specified. Words in the singular will be held to include the plural and vice versa. Words of one gender will be held to include the other genders and neutral as the context requires. The terms “hereof,” “herein,” “hereunder,” “hereto” and “herewith” and words of similar import will, unless otherwise stated, be construed to refer to this Agreement and not to any particular provision of this Agreement. The word “including” and words of similar import when used in this Agreement will mean “including, without limitation,” unless otherwise specified. The word “or” will not be exclusive. The parties acknowledge and agree that each has negotiated and reviewed the terms of this Agreement, assisted by such legal and tax counsel as they desired, and has contributed to its revisions. The parties further agree that the rule of construction that any ambiguities are resolved against the drafting party will be subordinated to the principle that the terms and provisions of this Agreement will be construed fairly as to all parties and not in favor of or against any party.

(n) *Confidentiality.* Neither party hereto nor any of its Representatives may make any press release or other public disclosure regarding the existence of this Agreement, its contents, or the transactions contemplated by this Agreement without the written consent of the other party, in any case, as to the form, content, and timing and manner of distribution or publication of such press release or other public disclosure (which consent may not be unreasonably withheld,

conditioned, or delayed). Each party shall hold confidential the terms and provisions of this Agreement and the terms of the transactions contemplated by this Agreement. Notwithstanding the foregoing, nothing in this Section 10(n) will prevent either party or its Representatives from making any press release or other disclosure (a) required by Law or the rules of any stock exchange, in which case the party required to make such press release or other disclosure shall use commercially reasonable efforts to allow the other party reasonable time to review and comment on such release or disclosure in advance of its issuance or (b) to the accountants, Representatives, stockholders, members and partners of such party and its Affiliates as necessary in connection with the ordinary conduct of their businesses (so long as such Persons agree to keep the terms of this Agreement confidential).

(o) *Subordination.* This Agreement, and the rights and obligations evidenced hereby, are subordinate in the manner and to the extent set forth in the Oxford Subordination Agreement.

[The Remainder of This Page Intentionally Left Blank; Signature Pages Follow]

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

LENDER:

PHARMACEUTICAL INVESTMENT COMPANY

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO LOAN AGREEMENT]

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

BORROWER:

CEN TOGENE N.V.

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

[SIGNATURE PAGE TO LOAN AGREEMENT]

Loan Commitment Amount

Lender:	Loan Commitment Amount:
Pharmaceutical Investment Company	\$30,000,000
Total	\$30,000,000

Terms and Conditions of Loan

(See Attached)

TERMS AND CONDITIONS OF LOAN

Exhibit A to Loan Agreement

dated as of [_____], 2023

by and among

CENTOGENE N.V.,

as Borrower,

and

PHARMACEUTICAL INVESTMENT COMPANY,

as Lender,

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Exhibits

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WHEREAS, pursuant to the Loan Agreement to which these Terms and Conditions are attached, the Lender has agreed to make a convertible term loan in dollars in an aggregate principal amount of \$30,000,000 to Centogene N.V., a public company with limited liability (*naamloze vennootschap*) incorporated under the laws of the Netherlands (the “**Borrower**”); and

WHEREAS, these Terms and Conditions establish the rights and obligations of the Borrower under, and the terms and conditions of, the Loan and the Transaction Documents. Capitalized terms used herein without definition have the respective meanings ascribed to them in the Loan Agreement.

Article 1. DEFINITIONS; RULES OF CONSTRUCTION

SECTION 1.01. DEFINITIONS.

“**Additional Interest**” has the meaning ascribed to it in the Registration Rights Agreement.

“**Affiliate**” has the meaning set forth in Rule 144 as in effect on the Closing Date.

“**Bankruptcy Law**” means Title 11, United States Code, or any similar U.S. federal or state or non-U.S. law for the relief of debtors.

“**Board of Managing Directors**” means the board of managing director (*bestuur*) of the Borrower.

“**Borrower**” means the Person named as such in the first paragraph of these Terms and Conditions and, subject to **Article 6**, its successors and assigns.

“**Business Day**” means any day other than a Saturday, a Sunday or any day on which banking institutions in New York, New York, United States, Riyadh, Saudi Arabia or Frankfurt am Main, Germany are authorized or required by Law or executive order to close or be closed.

“**Capital Shares**” of any Person means any and all shares of, interests in, rights to purchase, warrants or options for, participations in, or other equivalents of, in each case however designated, the equity of such Person, but excluding any debt securities convertible into such equity.

“**Close of Business**” means 5:00 p.m., New York City time.

“**Closing Date**” means [], 2023.

“**Common Shares**” means the common shares, nominal value €0.12 per share, of the Borrower, subject to **Section 5.07**.

“**Conversion Date**” means, with respect to the Loan, the first Business Day on which the requirements set forth in **Section 5.02(A)** to convert the Loan are satisfied or, in the case of any conversion pursuant to **Section 5.01(D)**, the Maturity Date. The Conversion Date with respect to any conversion at the Borrower’s option pursuant to **Section 5.01(E)** is the date on which the Borrower provides the notice contemplated by **Section 5.01(E)**. For purposes of **Section 5.05**, references to “Conversion Date” shall include any Fundamental Change Conversion Date.

“**Conversion Fee Shares**” has the meaning assigned in **Section 3.01**.

“**Conversion Price**” initially means \$2.20 per Common Share; *provided, however*, that the Conversion Price is subject to adjustment pursuant to **Article 5**; *provided, further*, that whenever these Terms and Conditions refer to the Conversion Price as of a particular date without setting forth a particular time on such date, such reference will be deemed to be to the Conversion Price immediately after the Close of Business on such date and *further, provided that*, the Conversion Price per Common Share shall never be less than the nominal value of one Common Share.

“**Conversion Share**” means any Common Share issued or issuable upon conversion of the Loan.

“**Default**” means any event that is (or, after notice, passage of time or both, would be) an Event of Default.

“**Effective Price**” has the following meaning with respect to the issuance or sale of any Common Shares or any Equity-Linked Securities:

(A) in the case of the issuance or sale of Common Shares, the value of the consideration received by the Borrower for such shares, expressed as an amount per Common Share; and

(B) in the case of the issuance or sale of any Equity-Linked Securities, an amount equal to a fraction whose:

(i) numerator is equal to sum, without duplication, of (x) the value of the aggregate consideration received by the Borrower for the issuance or sale of such Equity-Linked Securities; and (y) the value of the minimum aggregate additional consideration, if any, payable to purchase or otherwise acquire Common Shares pursuant to such Equity-Linked Securities; and

(ii) denominator is equal to the maximum number of Common Shares underlying such Equity-Linked Securities;

provided, however, that:

(x) for purposes of **clause (B)** above, if such minimum aggregate consideration, or such maximum number of Common Shares, is not determinable at the time such Equity-Linked Securities are issued or sold, then (I) the initial consideration payable under such Equity-Linked Securities, or the initial number of Common Shares underlying such Equity-Linked Securities, as applicable, will be used; and (II) at each time thereafter when such amount of consideration or number of shares becomes determinable or is otherwise adjusted (including pursuant to “anti-dilution” or similar provisions), there will be deemed to occur, for purposes of **Section 5.05(A)(vi)**, as applicable, and without affecting any prior adjustments theretofore made to the Conversion Price, an issuance of additional Equity-Linked Securities;

(y) for purposes of **clause (B)** above, the surrender, extinguishment, maturity or other expiration of any such Equity-Linked Securities will be deemed not to constitute consideration payable to purchase or otherwise acquire Common Shares pursuant to such Equity-Linked Securities; and

(z) the “value” of any such consideration will be the fair value thereof, as of the date such shares or Equity-Linked Securities, as applicable, are issued or sold, determined in good faith by the Board of Managing Directors (or, in the case of cash denominated in U.S. dollars, the face amount thereof).

“**Equity-Linked Securities**” means any rights, obligations, options or warrants to purchase or otherwise acquire (whether immediately, during specified times, upon the satisfaction of any conditions or otherwise) any Common Shares.

“**Ex-Dividend Date**” means, with respect to an issuance, dividend or distribution on the Common Shares, the first date on which the Common Shares trade on the applicable exchange or in the applicable market, regular way, without the right to receive such issuance, dividend or distribution (including pursuant to due bills or similar arrangements required by the Relevant Stock Exchange). For the avoidance of doubt, any alternative trading convention on the applicable exchange or market in respect of the Common Shares under a separate ticker symbol or CUSIP number (or similar securities identifier) will not be considered “regular way” for this purpose.

“**Exchange Act**” means the U.S. Securities Exchange Act of 1934, as amended.

“**Exempt Issuance**” means (A) the Borrower’s issuance of any securities as full or partial consideration in connection with a strategic merger, acquisition, consolidation or purchase of all or substantially all of the securities or assets of a corporation or other entity; (B) the Borrower’s issuance or grant of Common Shares or options to purchase Common Shares to employees, directors or consultants of the Borrower or any of its Subsidiaries for compensatory purposes, pursuant to plans that have been approved by a majority of the independent members of the Board of Managing Directors or that exist as of the Closing Date; (C) the Borrower’s issuance of securities upon the exercise, exchange or conversion of any securities that are exercisable or exchangeable for, or convertible into, Common Shares and are outstanding as of the Closing Date, *provided* that such exercise, exchange or conversion is effected pursuant to the terms of such securities as in effect on the Closing Date; (D) the Borrower’s issuance of securities pursuant to any equipment loan or leasing arrangement, real property leasing arrangement or debt financing from a bank or similar financial institution approved by a majority of the disinterested members of the Board of Managing Directors; (E) the Borrower’s issuance of any Common Shares upon conversion of the Loan; (F) the Borrower’s issuance of rights issued pursuant to a shareholder rights plan; *provided* that the issuance of any securities upon exercise of any such rights will be deemed to be an issuance for purposes of **Section 5.05(A)(vi)**; and (G) Common Shares or Equity-Linked Securities issued by reason of a dividend, share split, split-up or other distribution on Common Shares that is covered by **Section 5.05(A)(i)** or **Section 5.05(A)(v)**. For purposes of this definition, “consultant” means a consultant that may participate in an “employee benefit plan” in accordance with the definition of such term in Rule 405 under the Securities Act.

“**Fundamental Change**” means any of the following events:

(A) the acquisition by any party (or parties acting in concert) of Common Shares representing more than fifty percent (50%) of the voting power of all of the Borrower’s Common Shares;

(B) the consummation of (i) any sale, lease or other transfer, in one transaction or a series of transactions, of all or substantially all of the assets of the Borrower and its Subsidiaries, taken as a whole, to any Person; or (ii) any transaction or series of related transactions (whether by means of merger, demerger, consolidation, share exchange, business combination, reclassification, recapitalization, acquisition, liquidation or otherwise), the result of which is the Borrower’s shareholders prior to such transaction or series of transactions cease to own more than fifty percent (50%) of all classes of common equity of the Borrower or its successor following any such transaction or series of transactions; or

(C) the Borrower’s shareholders approve any plan or proposal for the liquidation or dissolution of the Borrower;

provided, however, that a transaction or event described in **clause (A)** or **(B)** above will not be deemed to constitute a Fundamental Change if (i) DPE Deutsche Private Equity GmbH, (ii) Careventures Fund II S.C.Sp and (iii) TVM Life Science Innovation I, L.P. or their respective Affiliates (including Affiliates jointly owned thereof), each continue, immediately after such transaction or event described in **clause (A)** or **(B)** to be the direct or indirect “beneficial owner” (as defined below) of substantially the same number of Common Shares of the Borrower (or replacement equity interests in the surviving entity, acquirer, successor, or transferee, as applicable (or the parent entity thereof)) as each “beneficially owned” as of the Closing Date.

For the purposes of this definition, whether a Person is a “**beneficial owner**,” and whether shares are “**beneficially owned**,” will be determined in accordance with Rule 13d-3 under the Exchange Act.

“**Fundamental Change Conversion Date**” means the date fixed for the conversion of the Loan pursuant to the occurrence of a Fundamental Change.

“**Interest Payment Date**” means, with respect to the Loan, [__], 2023 and [__], 2023. For the avoidance of doubt, the Maturity Date is an Interest Payment Date.

“**Internal Revenue Code**” means the United States Internal Revenue Code of 1986, as amended.

“**JAMS**” has the meaning specified in **Section 8.04**.

“**JAMS Rules**” has the meaning specified in **Section 8.04**.

“**Joint Venture Agreement**” means that certain joint venture agreement, dated June [__], 2023, between the Borrower and the Lender.

“**Last Reported Sale Price**” of the Common Shares for any Trading Day means the closing sale price per Common Share (or, if no closing sale price is reported, the average of the last bid price and the last ask price per Common Share or, if more than one in either case, the average of the average last bid prices and the average last ask prices per Common Share) on such Trading Day as reported in composite transactions for the principal U.S. national or regional securities exchange on which the Common Shares are then listed. If the Common Shares are not listed on a U.S. national or regional securities exchange on such Trading Day, then the Last Reported Sale Price will be the last quoted bid price per Common Share on such Trading Day in the over-the-counter market as reported by OTC Markets Group Inc. or a similar organization. If the Common Shares are not so quoted on such Trading Day, then the Last Reported Sale Price will be the average of the mid-point of the last bid price and the last ask price per Common Share on such Trading Day from each of at least three (3) nationally recognized independent investment banking firms selected by the Borrower.

“**Lender**” means that certain lender named in the Loan Agreement and its Permitted Transferees. For purposes of these Terms and Conditions, to the extent all or any portion of the Loan made on the Closing Date is assigned by the Lender to a Permitted Transferee (or Permitted Transferees), the use of the term “Lender” herein shall refer to such Permitted Transferee (or Permitted Transferees) and shall mean either the singular or the plural as the context requires. The Lender under the Loan Agreement as of the Closing Date is Pharmaceutical Investment Company.

“**Loan**” means the convertible loan made by the Lender to the Borrower pursuant to the Loan Agreement and having the terms set forth in these Terms and Conditions. To the extent all or any portion of the Loan made on the Closing Date is assigned by the Lender to a Permitted Transferee (or Permitted Transferees), the use of the term “Loan” herein shall refer the all or any portion of the Loan held by any Permitted Transferee (or Permitted Transferees).

“**Loan Agreement**” means that certain Loan Agreement, dated [__], 2023 between the Borrower, as borrower thereunder and the Lender, as the same may be amended, supplemented, restated or otherwise modified from time to time. These Terms and Conditions form a part of such Loan Agreement and are incorporated therein in all respects.

“**Market Disruption Event**” means, with respect to any date, the occurrence or existence, during the one-half hour period ending at the scheduled close of trading on such date on the Relevant Stock Exchange or other market on which the Common Shares are listed for trading or trade, of any material suspension or limitation imposed on trading (by reason of movements in price exceeding limits permitted by the Relevant Stock Exchange or otherwise) in the Common Shares or in any options contracts or futures contracts relating to the Common Shares.

“**Maturity Date**” means [__], 2023.

“**Officer**” means the Chairman of the Board of Managing Directors, the Chief Executive Officer, the President, the Chief Medical Officer, the Chief Financial Officer, the Corporate Secretary or any Vice-President of the Borrower.

“**Open of Business**” means 9:00 a.m., New York City time.

“**Permitted Transferee**” has the meaning specified in the Loan Agreement.

“**Person**” or “**person**” means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government or other agency or political subdivision thereof. Any division or series of a limited liability company, limited partnership or trust will constitute a separate “person” under these Terms and Conditions.

“**Preemptive Rights Agreement**” means that certain preemptive rights agreement, dated [__], 2023, between the Borrower and the Lender.

“**PIK Interest Payment**” has the meaning specified in **Section 2.02(A)(i)**.

“**Principal Amount**” means the principal amount of the Loan issued on the Closing Date, as such amount may be increased pursuant to the payment-in-kind of any Stated Interest as provided in **Section 2.02(A)(i)**.

“**Relevant Stock Exchange**” means the principal securities exchange on which the Common Shares are listed; *provided, however*, that if the Common Shares are listed on a U.S. national securities exchange, then the Relevant Stock Exchange will be such U.S. national securities exchange. For the avoidance of doubt, the Relevant Stock Exchange as of the Closing Date is The Nasdaq Stock Market LLC.

“**Registration Rights Agreement**” means that certain Registration Rights Agreement, dated as of [__], 2023 between the Borrower and the Lender, as the same may be amended or supplemented from time to time.

“**Scheduled Trading Day**” means any day that is scheduled to be a Trading Day on the Relevant Stock Exchange or, if the Common Shares are not then listed on a securities exchange, on the principal other market on which the Common Shares are then traded. If the Common Shares are not so listed or traded, then “Scheduled Trading Day” means a Business Day.

“**Securities Act**” means the U.S. Securities Act of 1933, as amended.

“**Significant Subsidiary**” means, with respect to any Person, any Subsidiary of such Person that constitutes, or any group of Subsidiaries of such Person that, in the aggregate, would constitute, a “significant subsidiary” (as defined in Rule 1-02(w) of Regulation S-X under the Exchange Act) of such Person.

“**Subsidiary**” means, with respect to any Person, (A) any corporation, association or other business entity (other than a partnership or limited liability company) of which more than fifty percent (50%) of the total voting power of the Capital Shares entitled (without regard to the occurrence of any contingency, but after giving effect to any voting agreement or shareholders’ agreement that effectively transfers voting power) to vote in the election of directors, managers or trustees, as applicable, of such corporation, association or other business entity is owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of such Person; and (B) any partnership or limited liability company where (i) more than fifty percent (50%) of the capital accounts, distribution rights, equity and voting interests, or of the general and limited partnership interests, as applicable, of such partnership or limited liability company are owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of such Person, whether in the form of membership, general, special or limited partnership or limited liability company interests or otherwise; and (ii) such Person or any one or more of the other Subsidiaries of such Person is a controlling general partner of, or otherwise controls, such partnership or limited liability company.

“**Tax**” means any tax, duty, levy, impost, assessment or other governmental charge (including penalties and interest and other similar liabilities related thereto).

“**Tender Offer**” means a tender offer for the Common Shares of the Borrower by any Person that would result in a Fundamental Change.

“**Terms and Conditions**” means these Terms and Conditions.

“**Trading Day**” means any day on which (A) trading in the Common Shares generally occurs on the principal U.S. national or regional securities exchange on which the Common Shares are then listed or, if the Common Shares are not then listed on a securities exchange, on the principal other market on which the Common Shares are then traded; and (B) there is no Market Disruption Event. If the Common Shares are not so listed or traded, then “Trading Day” means a Business Day.

“**Wholly Owned Subsidiary**” of a Person means any Subsidiary of such Person all of the outstanding Capital Shares or other ownership interests of which (other than directors’ qualifying shares) are owned by such Person or one or more Wholly Owned Subsidiaries of such Person.

SECTION 1.02. OTHER DEFINITIONS.

Term	Defined in Section
“Additional Amounts”	3.02(A)
“Business Combination Event”	6.01
“Common Shares Change Event”	5.07(A)
“Conversion Consideration”	5.03(A)
“Default Interest”	2.02(B)
“Defaulted Amount”	2.02(B)
“Degressive Issuance”	5.05(A)(vi)
“Event of Default”	7.01(A)
“Expiration Date”	5.05(A)(v)
“Expiration Time”	5.05(A)(v)
“FATCA”	3.02(A)(iv)
“Fundamental Change Notice”	4.01(E)
“Reference Property”	5.07(A)
“Reference Property Unit”	5.07(A)
“Register”	2.03
“Relevant Taxing Jurisdiction”	3.02(A)
“Specified Courts”	8.04
“Spin-Off”	5.05(A)(iii)(2)
“Spin-Off Valuation Period”	5.05(A)(iii)(2)
“Stated Interest”	2.02(A)
“Successor Entity”	6.01(A)
“Successor Person”	5.07(A)
“Tender/Exchange Offer Valuation Period”	5.05(A)(v)
“Transfer Taxes”	3.02(B)
“Weighted Average Issuance Price”	5.05(A)(vi)

SECTION 1.03. RULES OF CONSTRUCTION.

For purposes of these Terms and Conditions:

- (A) “or” is not exclusive;
- (B) “including” means “including without limitation”;
- (C) “will” expresses a command;
- (D) the “average” of a set of numerical values refers to the arithmetic average of such numerical values;
- (E) a merger involving, or a transfer of assets by, a limited liability company, limited partnership or trust will be deemed to include any division of or by, or an allocation of assets to a series of, such limited liability company, limited partnership or trust, or any unwinding of any such division or allocation;

- (F) words in the singular include the plural and in the plural include the singular, unless the context requires otherwise;
- (G) “herein,” “hereof” and other words of similar import refer to these Terms and Conditions as a whole and not to any particular Article, Section or other subdivision of these Terms and Conditions, unless the context requires otherwise;
- (H) references to currency mean the lawful currency of the United States of America, unless the context requires otherwise;
- (I) the exhibits, schedules and other attachments to these Terms and Conditions are deemed to form part of these Terms and Conditions; and
- (J) the term “**interest**,” when used with respect to the Loan, includes any Default Interest or Additional Interest, unless the context requires otherwise.

Article 2. THE LOAN

SECTION 2.01. METHOD OF PAYMENT.

Subject to **Section 5.01(D)**, the Borrower will pay the Principal Amount of, any cash Conversion Consideration for, the Loan no later than the time the same is due as provided in these Terms and Conditions as follows: (i) if the Lender entitled to such payment has delivered to the Borrower, no later than the time set forth in the immediately following sentence, a written request that the Borrower make such payment by wire transfer to an account of such Lender, by wire transfer of immediately available funds to such account; and (ii) in all other cases, by check mailed to the address of the Lender entitled to such payment. To be timely, such written request must be so delivered no later than the Close of Business on the following date: (x) with respect to any cash Conversion Consideration, the relevant Conversion Date or Fundamental Change Conversion Date; and (y) with respect to any other payment, the date that is fifteen (15) calendar days immediately before the date such payment is due.

SECTION 2.02. ACCRUAL OF INTEREST; DEFAULTED AMOUNTS; WHEN PAYMENT DATE IS NOT A BUSINESS DAY.

(A) Accrual of Interest.

(i) The Loan will accrue interest daily on the Principal Amount of the Loan at a rate per annum equal to 12.8% (the “**Stated Interest**”), plus any Additional Interest that may accrue pursuant to the Registration Rights Agreement as of each such date, from and including, the Closing Date until, but not including, the Maturity Date or such earlier repayment, prepayment or conversion. The accrual of Stated Interest on the Loan as of any date will be calculated based on the Principal Amount of the Loan as of the Close of Business on the immediately preceding Interest Payment Date (or, if no preceding Interest Payment Date, on the Closing Date). Accrued and unpaid Stated Interest shall be payable quarterly in arrears on the Interest Payment Date, by adding all such accrued interest to the Principal Amount under the Loan on such Interest Payment Date (such payment, a “**PIK Interest Payment**”), which addition of accrued interest will be effective as of the Open of Business on such Interest Payment Date. Stated Interest and, if applicable, Additional Interest, shall accrue and shall be computed daily on the basis of actual days elapsed over the number of calendar days per year (which shall be 365 days or 366 days, as applicable).

(ii) On each Interest Payment Date, the Borrower shall make a record on its books and in the Register of any increase in the Principal Amount of the Loan due to the completion of a PIK Interest Payment, which addition of accrued interest will be effective as of the Open of Business on such Interest Payment Date, the Loan shall represent the increased Principal Amount.

(B) *Defaulted Amounts.* If the Borrower fails to pay any amount (a “**Defaulted Amount**”), payable on the Loan on or before the due date therefor as provided in these Terms and Conditions, then, regardless of whether such failure constitutes an Event of Default, (i) such Defaulted Amount will forthwith cease to be payable to the Lender otherwise entitled to such payment; (ii) to the extent lawful, interest (“**Default Interest**”) will accrue on such Defaulted Amount at a rate per annum equal to the rate per annum at which Stated Interest accrues, from, and including, such due date to, but excluding, the date of payment of such Defaulted Amount and Default Interest; (iii) such Defaulted Amount and Default Interest will be paid on the next Interest Payment Date and the addition of such Defaulted Amount and Default Interest will be effective as of the Open of Business on such Interest Payment Date. For the avoidance of doubt, any payment of any Defaulted Amount and Default Interest shall be paid-in-kind consistent with the payment of Stated Interest as described in **Section 2.02(A)(i)**.

(C) *Delay of Payment when Payment Date is Not a Business Day.* If the due date for a payment on the Loan as provided in these Terms and Conditions is not a Business Day, then, notwithstanding anything to the contrary in these Terms and Conditions, such payment may be made on the immediately following Business Day and no interest will accrue on such payment as a result of the related delay. Solely for purposes of the immediately preceding sentence, a day on which the applicable place of payment is authorized or required by law or executive order to close or be closed will be deemed not to be a “Business Day.”

SECTION 2.03. REGISTER.

The Borrower will keep a record (the “**Register**”) of the names and addresses of the Lender, the Principal Amount of the Loan held by the Lender, any increase in the Principal Amount of the Loan due to a PIK Interest Payment and the transfer, assignment, exchange, repayment and conversion of the Loan, if applicable. Absent manifest error, the entries in the Register will be conclusive. The Register will be in written form or in any form capable of being converted into written form reasonably promptly.

Article 3. COVENANTS

SECTION 3.01. PAYMENT OF THE LOAN.

The Borrower will pay or cause to be paid all the Principal Amount of, and other amounts due with respect to, the Loan on the dates and in the manner set forth in these Terms and Conditions, including, upon any conversion of the Loan, a number of Common Shares equal to quotient obtained by dividing (x) \$1,000,000 by (y) the Conversion Price then in effect (the “**Conversion Fee Shares**”). Notwithstanding anything to the contrary in these Terms and Conditions, on the Maturity Date, the Loan shall be automatically converted in accordance with **Article 5** in satisfaction in full of the outstanding Principal Amount of the Loan and any accrued and unpaid interest thereon.

SECTION 3.02. ADDITIONAL AMOUNTS.

(A) *Requirement to Pay Additional Amounts.* All payments and deliveries made by, or on behalf of, the Borrower under or with respect to the Loan (including the PIK Interest Payment, payment of the Principal Amount of, the delivery of any Conversion Consideration due upon conversion of, the Loan or the Conversion Fee Shares) will be made without withholding or deduction for, or on account of, any present or future Taxes, unless such withholding or deduction is required by law or regulation or by governmental policy having the force of law. If any Taxes levied by or on behalf of the Netherlands, Germany or any other jurisdiction (or any political subdivision or taxing authority thereof or therein) in which the Borrower or any Successor Entity is, for tax purposes, organized or resident or doing business or through which payment is made or deemed to be made (each such jurisdiction, subdivision or authority, as applicable, a “**Relevant Taxing Jurisdiction**”) are required to be withheld or deducted from any payments or deliveries made under or with respect to the Loan, then the Borrower or such Successor Entity, as applicable, will pay to the Lender such additional amounts (the “**Additional Amounts**”) as may be necessary to ensure that the net amount received by the beneficial owner of such Loan after such withholding or deduction (and after withholding or deducting any Taxes on the Additional Amounts) will equal the amounts that would have been received by such beneficial owner had no such withholding or deduction been required; *provided, however*, that such obligation to pay Additional Amounts will not apply to:

(i) any Tax that would not have been imposed but for:

(1) the existence of any present or former connection between the Lender or beneficial owner of such Loan and the Relevant Taxing Jurisdiction (other than merely holding or being a beneficial owner of such Loan or the receipt or enforcement of payments or deliveries thereunder), including such Lender or beneficial owner being or having been a national, domiciliary or resident, or treated as a resident, of, or being or having been physically present or engaged in a trade or business, or having had a permanent establishment, in, such Relevant Taxing Jurisdiction; or

(2) the failure of such Lender to comply with a timely request from the Borrower or the Successor Entity, addressed to such Lender, to (x) provide certification, information, documentation or other evidence concerning such Lender’s nationality, residence, identity or connection with such Relevant Taxing Jurisdiction; or (y) make any declaration or satisfy any other reporting requirement relating to such matters, in each case if and to the extent that such Lender is legally entitled without material burden to comply with such request and due and timely compliance with such request is required by statute, regulation or administrative practice of such Relevant Taxing Jurisdiction in order to reduce or eliminate such withholding or deduction;

- (ii) any estate, inheritance, gift, sale, transfer, personal property or similar Tax;
 - (iii) any tax that is payable other than by withholding or deduction from payments or deliveries under or with respect to the Loan;
 - (iv) any withholding or deduction required by (x) sections 1471 through 1474 of the Internal Revenue Code and any current or future U.S. Treasury Regulations or rulings promulgated thereunder (“**FATCA**”); (y) any inter-governmental agreement between the United States and any other non-U.S. jurisdiction to implement FATCA or any law enacted by such other jurisdiction to give effect to such agreement; or (z) any agreement with the U.S. Internal Revenue Service pursuant to Section 1471(b)(1) of the Internal Revenue Code;
 - (v) any taxes imposed on or with respect to any payment by the Borrower to such Lender if such Lender is a fiduciary, partnership or person other than the sole beneficial owner of such payment, to the extent that such payment would be required, under the laws of such Relevant Taxing Jurisdiction, to be included for tax purposes in the income of a beneficiary or settlor with respect to such fiduciary, a partner or member of such partnership, or a beneficial owner, who would not have been entitled to such Additional Amounts had such beneficiary, settlor, partner, member or beneficial owner been the Lender thereof; or
 - (vi) any combination of items referred to in the preceding **clauses (i) through (v)**, inclusive, above.
- (B) *Indemnification for Transfer Taxes.* The Borrower will pay and indemnify each Lender for any present or future stamp, issue, registration, transfer, court, documentary, excise or property Taxes (“**Transfer Taxes**”) levied by any Relevant Taxing Jurisdiction in connection with the execution, delivery, registration, issuance or enforcement of the Loan or the receipt of any payments or deliveries (including of any Conversion Consideration or the Conversion Fee Shares) with respect to the Loan; *provided, however*, that, with respect to any such taxes attributable to the receipt of any payments or deliveries with respect to the Loan, Transfer Taxes will not include those excluded under any combination of **clauses (i), (ii), (iv) and (v) of Section 3.02(A)**.
- (C) *Indemnification for German Taxes.* The Borrower will pay and indemnify each Lender for any present or future Taxes levied by Germany on any payments (including PIK Interest Payments) under the Loan. The exceptions included in **Section 3.02(A)(i)(1)** shall apply *mutatis mutandis* to the indemnity obligation of the Borrower under this **Section 3.02(C)**.
- (D) *Tax Receipts.* If the Borrower is required to make any deduction or withholding from any payments or deliveries with respect to the Loan, then the Borrower will deliver to the applicable Lenders official tax receipts (or, if, after expending reasonable efforts, the Borrower is unable to obtain such receipts, other evidence of payments reasonably acceptable to the Lenders) evidencing the remittance to the relevant tax authorities of the amounts so withheld or deducted.

(E) *Interpretation of Terms and Conditions.* All references in these Terms and Conditions to any payment on, or delivery with respect to, the Loan (including payment of the Principal Amount of, the delivery of any Conversion Consideration due upon conversion of, the Loan or the Conversion Fee Shares) will, to the extent that Additional Amounts are payable in respect thereof, be deemed to include the payment of such Additional Amounts.

(F) *Survival of Obligations.* The obligations set forth in this **Section 3.02** will survive any transfer or assignment of the Loan by a Lender.

SECTION 3.03. STAY, EXTENSION AND USURY LAWS.

To the extent that it may lawfully do so, the Borrower (A) agrees that it will not at any time insist upon, plead, or in any manner whatsoever claim or take the benefit or advantage of, any stay, extension or usury law (wherever or whenever enacted or in force) that may affect the covenants or the performance of these Terms and Conditions; and (B) expressly waives all benefits or advantages of any such law and agrees that it will not, by resort to any such law, hinder, delay or impede the execution of any power granted to the Lender by these Terms and Conditions, but will suffer and permit the execution of every such power as though no such law has been enacted.

SECTION 3.04. CORPORATE EXISTENCE.

Subject to **Article 6**, the Borrower will cause to preserve and keep in full force and effect:

- (A) its corporate existence in accordance with the organizational documents of the Borrower; and
- (B) the material rights (charter and statutory), licenses and franchises of the Borrower and its Subsidiaries;

provided, however, that the Borrower need not preserve or keep in full force and effect any such license or franchise if the Board of Managing Directors determines that (x) the preservation thereof is no longer desirable in the conduct of the business of the Borrower and its Subsidiaries, taken as a whole; and (y) the loss thereof is not, individually or in the aggregate, materially adverse to the Lender.

SECTION 3.05. FURTHER INSTRUMENTS AND ACTS.

The Borrower will execute and deliver such further instruments and do such further acts as may be reasonably necessary or proper to more effectively carry out the purposes of these Terms and Conditions.

SECTION 3.06. ADDITIONAL INTEREST.

(A) *Accrual of Additional Interest.* Additional Interest, if any, will accrue on the Loan on each day, and in the circumstances, set forth in the Registration Rights Agreement.

(B) *Amount and Payment of Additional Interest.* Any Additional Interest that accrues on the Loan pursuant to **Section 3.06(A)** will be payable on the same date and in the same manner as the Stated Interest on the Loan and will accrue at a rate per annum equal to one quarter of one percent (0.25%) of the Principal Amount thereof for the first ninety (90) days on which Additional Interest accrues and, thereafter, at a rate per annum equal to one half of one percent (0.50%) of the Principal Amount thereof. For the avoidance of doubt, any Additional Interest that accrues on the Loan will be in addition to the Stated Interest that accrues on the Loan. For the avoidance of doubt, any payment of Additional Interest shall be paid-in-kind consistent with the payment of Stated Interest as described in **Section 2.02(A)(i)**.

(C) *Notice of Accrual of Additional Interest.* The Borrower will send notice to the Lender of the commencement and termination of any period in which Additional Interest accrues on the Loan. In addition, if Additional Interest accrues on the Loan, then, no later than five (5) Business Days before each date on which such Additional Interest is to be paid, the Borrower will deliver an Officer's Certificate to the Lender stating (i) that the Borrower is obligated to pay Additional Interest on the Loan on such date of payment; and (ii) the amount of such Additional Interest that is payable on such date of payment.

Article 4. CONVERSION UPON A FUNDAMENTAL CHANGE

SECTION 4.01. RIGHT OF THE LENDER TO CONVERT THE LOAN UPON A FUNDAMENTAL CHANGE.

(A) *Right of the Lender to Convert the Loan Upon a Fundamental Change.* Subject to the other terms of this **Section 4.01**, if a Fundamental Change occurs, then the Lender will have the right, but not the obligation, to convert all, but not less than all, of the Loan on the Fundamental Change Conversion Date for such Fundamental Change at the Conversion Price.

(B) *Fundamental Change Conversion Date.* The Fundamental Change Conversion Date for any Fundamental Change will be a Business Day of the Borrower's choosing that is no more than thirty five (35), nor less than twenty (20), Business Days after the date the Borrower sends the related Fundamental Change Notice pursuant to **Section 4.01(E)**. For the avoidance of doubt, the Lender will have the right, but not the obligation, to convert all, but not less than all, of the Loan on the Fundamental Change Conversion Date.

(C) *Conversion Upon a Fundamental Change.* In the event of a Fundamental Change, the Lender will have the right, but not the obligation, to convert the Principal Amount of the Loan at the Close of Business on the Fundamental Change Conversion Date for such Fundamental Change and the Conversion Consideration due in respect of the Principal Amount of the Loan to be converted will be a number of Common Shares equal to the quotient obtained by dividing (1) the Principal Amount of the Loan *plus* accrued and unpaid interest (to the extent such accrued and unpaid interest is not included in the Principal Amount) by (2) the Conversion Price then in effect on the Fundamental Change Conversion Date for such conversion in accordance with the provisions under **Section 5.02** and **Section 5.03**. Additionally, on any such Fundamental Change Conversion Date, the Company shall deliver the Conversion Fee Shares to the Lender. For the avoidance of doubt, if an Interest Payment Date is not a Business Day within the meaning of **Section 2.02(C)** and such Fundamental Change Conversion Date occurs on the Business Day immediately after such Interest Payment Date, then the Principal Amount of the Loan will include interest on the Loan to be converted from, and including, such Interest Payment Date.

(D) [Reserved].

(E) *Fundamental Change Notice*. On or before the twentieth (20th) calendar day after the effective date of a Fundamental Change, the Borrower will send to the Lender a notice of such Fundamental Change (a “**Fundamental Change Notice**”).

Such Fundamental Change Notice must state:

(i) briefly, the events causing such Fundamental Change;

(ii) the effective date of such Fundamental Change;

(iii) the Fundamental Change Conversion Date for such Fundamental Change;

(iv) the (1) number of Common Shares consisting of the Conversion Consideration with respect to the Principal Amount of the Loan *plus* accrued and unpaid interest on the Loan to, and including, such Fundamental Change Conversion Date for such Fundamental Change (to the extent such accrued and unpaid interest is not included in the Principal Amount) for such Fundamental Change and (2) the Conversion Fee Shares;

(v) the name and address of the Borrower; and

(vi) the Conversion Price in effect on the date of such Fundamental Change Notice and a description and quantification of any adjustments to the Conversion Price that may result from such Fundamental Change.

(F) [Reserved].

(G) *Conversion in Connection with a Fundamental Change in the Event of a Tender Offer*. In the event of a Fundamental Change pursuant to a Tender Offer for the outstanding Common Shares of the Borrower where the price offered in such Tender Offer is greater than the Conversion Price then in effect, the Lender shall be required to convert the entirety of the Loan in accordance with **Article 5** hereof. Additionally, the Lender shall be required, upon conversion, to (1) tender all of the Common Shares issued upon conversion (and any other Common Shares then held by such Lender, if applicable) in such Tender Offer, (2) vote all such Common Shares in favor of the relevant transaction and (3) take any and all steps reasonably necessary to support the completion of the relevant transaction or series of related transactions in connection with such Fundamental Change; *provided, however*, the requirements in the foregoing sentence shall not apply if the Lender makes a superior, competing offer for the Borrower.

Article 5. CONVERSION

SECTION 5.01. RIGHT TO CONVERT.

- (A) *Generally.* Subject to the provisions of this **Article 5**, the Lender may, at its option, convert the Loan into Conversion Consideration. Upon conversion of the Loan, the Lender shall also receive Conversion Fee Shares, as described under **Section 5.03(A)(i)(1)**.
- (B) *No Partial Conversions.* Subject to the terms of these Terms and Conditions, the Loan may be converted in whole and not in part.
- (C) *When the Loan May Be Converted.*
- (i) *Generally.* The Lender may convert the Loan in its entirety at any time after the date upon which the 30-day volume-weighted average price of the Common Shares has been at least the Conversion Price per Common Share for at least 20 Trading Days (whether or not consecutive) during a period of 30 consecutive Trading Days, ending on, and including such date, in each case until the Close of Business on the Scheduled Trading Day immediately before the Maturity Date. For the avoidance of doubt, the Loan may also be converted, at the Lender's option, upon the occurrence of a Fundamental Change as described in **Article 4**.
- (ii) *Limitations and Closed Periods.* Notwithstanding anything to the contrary in these Terms and Conditions:
- (1) The Loan may be surrendered for conversion only after the Open of Business and before the Close of Business on a day that is a Business Day; and
- (2) subject to **Section 5.01(D)**, in no event may the Loan be converted after the Close of Business on the Scheduled Trading Day immediately before the Maturity Date.
- (D) *Conversion on Maturity Date.* Notwithstanding anything to the contrary in these Terms and Conditions, on the Maturity Date, the Loan shall be automatically converted in accordance with this **Article 5** in satisfaction in full of the outstanding Principal Amount of the Loan and any accrued and unpaid interest thereon. The Conversion Consideration delivered to the Lender on the Maturity Date shall be calculated in accordance with **Section 5.03(A)(i)**.
- (E) *Conversion at Borrower's Option.* Notwithstanding anything to the contrary in these Terms and Conditions, the Borrower may, at its option, convert the Loan into Conversion Consideration and at any time by providing written notice to the Lender; *provided* that, in the event of such conversion at the Borrower's option, the Conversion Consideration shall be calculated based on the amount of unpaid interest that would be accrued through the Maturity Date, provided that, in no event, shall such accrued and unpaid interest be less than the amount that would have accrued over six months at an annual interest rate of 13.77% on the Principal Amount of the Loan (or \$2.0 million). Additionally, upon conversion pursuant to this **Section 5.01(E)**, the Borrower shall deliver the Conversion Fee Shares.

SECTION 5.02. CONVERSION PROCEDURES.

(A) *Generally.* To convert the Loan, the Lender must (1) complete, manually sign and deliver to the Borrower the conversion notice attached to these Terms and Conditions or a facsimile of such conversion notice; (2) deliver such conversion notice to the Borrower (at which time such conversion will become irrevocable); (3) furnish any endorsements and transfer documents that the Borrower may reasonably require (including directions as to how and to which securities account Lender dictates the Common Shares comprised in the Conversion Consideration and Conversion Fee Shares to be delivered); and (4) pay any amounts due pursuant to or **Section 5.02(D)**. Clauses (1) and (2) of this **Section 5.02(A)** shall not apply in the event the Lender elects to convert the Loan in its entirety in connection with a Fundamental Change described in **Article 4** or if the Loan is automatically converted at the Maturity Date pursuant to **Section 5.01(D)**.

(B) *Effect of Converting the Loan.* At the Close of Business on the Conversion Date or a Fundamental Change Conversion Date for the Loan to be converted, the Loan will (unless there occurs a Default in the delivery of the Conversion Consideration, Conversion Fee Shares or interest due, pursuant to **Section 5.03(A)**, upon such conversion) be deemed to cease to be outstanding (and, for the avoidance of doubt, no Person will be deemed to be a Lender as of the Close of Business on such Conversion Date or Fundamental Change Conversion Date, as applicable, or have the ability to exercise any rights or remedies as a Lender).

(C) *Holder of Record of Conversion Shares.* The Person in whose name any Common Share is issuable upon conversion of the Loan will be deemed to become the holder of record of such share as of the Close of Business on the Conversion Date for such conversion.

(D) *Taxes and Duties.* If the Lender converts the Loan (including at the Lender's election upon a Fundamental Change) or when the Loan is automatically converted at the Maturity Date pursuant to **Section 5.01(D)**, the Borrower will pay any *documentary*, stamp or similar issue or transfer tax or duty due on the issue of any Common Shares upon such conversion; *provided, however*, that if any tax or duty is due because such Lender requested such shares to be registered in a name other than the Lender's name, then the Lender will pay such tax or duty and, until having received a sum sufficient to pay such tax or duty, the Borrower may refuse to deliver any such shares to be issued in a name other than that of the Lender.

SECTION 5.03. SETTLEMENT UPON CONVERSION.

(A) *Conversion Consideration.*

(i) *Generally.* Subject to **Section 5.03(A)(ii)**, the type and amount of consideration (the "**Conversion Consideration**") due in respect of the Principal Amount of the Loan to be converted will be a number of Common Shares equal to the quotient obtained by dividing (1) the Principal Amount of the Loan *plus* accrued and unpaid interest by (2) the Conversion Price then in effect on the Conversion Date or Fundamental Change Conversion Date for such conversion, *plus* the Conversion Fee Shares. On the Maturity Date, which, for the avoidance of doubt, is deemed a Conversion Date, the Company shall deliver a number of Common Shares of the Company equal to the quotient obtained by dividing (x) the Principal Amount of the Loan *plus* accrued and unpaid interest by (y) the Conversion Price then in effect on the Maturity Date; *provided, however*, in no event on the Maturity Date shall the accrued and unpaid interest described in the preceding clause (x) be less than the amount that would have accrued over six months at an annual interest rate of 13.77% of the Principal Amount of the Loan (or \$2.0 million). Additionally, the Conversion Fee Shares will be delivered on the Maturity Date.

(1) The number of Conversion Fee Shares to be delivered upon any conversion of the Loan under these Terms and Conditions shall be equal to the quotient obtained by dividing (x) \$1,000,000 by (y) the Conversion Price then in effect on any Conversion Date or Fundamental Change Conversion Date. For the avoidance of doubt, the Maturity Date is deemed a Conversion Date.

(ii) *Cash in Lieu of Fractional Shares.* If the number of Common Shares deliverable pursuant to **Section 5.03(A)(i)** upon conversion of the Loan is not a whole number, then such number will be rounded down to the nearest whole number and the Borrower will deliver, in addition to the other consideration due upon such conversion, cash in lieu of the related fractional share in an amount equal to the product of (1) such fraction and (2) the Last Reported Sale Price per Common Share on the Conversion Date or the Fundamental Change Conversion Date for such conversion (or, if such Conversion Date or Fundamental Change Conversion Date is not a Trading Day, the immediately preceding Trading Day).

(iii) [Reserved].

(B) *Delivery of the Conversion Consideration.* Except as set forth in **Section 5.05(B)**, and subject to the Lender having paid any amounts due under **Section 5.02(D)** and **Section 5.03(C)**, the Borrower will pay or deliver, as applicable, the Conversion Consideration due upon the conversion of the Loan to the Lender *plus* the Conversion Fee Shares on or before the second (2nd) Business Day immediately after the Conversion Date or the Fundamental Change Conversion Date for such conversion.

(C) *Delivery of Nominal Value Payment to the Borrower Upon Conversion.* Upon conversion of the Loan in accordance with (1) the Articles of Association of the Borrower and (2) **Section 5.02(A)** hereof, the conversion notice shall be accompanied by an amount in cash equal to the nominal value per Common Share for each Common Share such Lender is entitled to receive as Conversion Consideration and Conversion Fee Shares upon conversion of the Loan. The Lender shall similarly be obligated to pay such amount in connection with any automatic conversion of the Loan on the Maturity Date pursuant to **Section 5.01(D)**, on any conversion of the Loan at the Borrower's option pursuant to **Section 5.01(E)** or upon the occurrence of a Fundamental Change pursuant to **Article 4** (notwithstanding the fact that no conversion notice shall be required in the event of a Fundamental Change as described in **Section 5.02(A)** or any automatic conversion of the Loan on the Maturity Date pursuant to **Section 5.01(D)**). Notwithstanding the foregoing, the Borrower may advance, on Lender's behalf, any amounts necessary to ensure that the conversion of the Loan is not delayed by the foregoing requirement (or any other requirement hereunder or under any applicable law) that the Lender pay the Borrower the nominal value per Common Share for each Common Share such Lender is entitled to receive as Conversion Consideration and Conversion Fee Shares before the conversion is complete; *provided that*, if the Borrower does advance any such amounts, the Lender shall repay the Borrower such amounts in cash within five (5) Business Days of any such conversion.

(D) *Settlement of Accrued Interest Notwithstanding Conversion.* The Borrower's delivery of the Conversion Consideration and Conversion Fee Shares due in respect of conversion of the Loan will be deemed to fully satisfy and discharge the Borrower's obligation to pay the Principal Amount of, and accrued and unpaid interest, if any (to the extent such accrued and unpaid interest is not included in the Principal Amount), on the Loan to, but, excluding the Conversion Date or Fundamental Change Conversion Date, as applicable. As a result, any accrued and unpaid interest on the converted Loan will be deemed to be paid in full rather cancelled, extinguished or forfeited.

SECTION 5.04. RESERVE AND STATUS OF COMMON SHARES ISSUED UPON CONVERSION.

(A) *Share Reserve.* At all times when the Loan is outstanding, the Borrower will not propose at any general meeting of the Borrower's shareholders any reduction of the authorized share capital ("*maatschappelijk kapitaal*") such that it becomes insufficient to provide for the conversion of the Loan and will use its best efforts to ensure that its authorized share capital ("*maatschappelijk kapitaal*") is sufficient to permit the conversion of the then-outstanding Principal Amount of the Loan. To the extent the Borrower delivers Common Shares held in its treasury in settlement of the conversion of the Loan, each reference in these Terms and Conditions to the issuance of Common Shares in connection therewith will be deemed to include such delivery, *mutatis mutandis*.

(B) *Status of Conversion Shares; Listing.* Each Conversion Share delivered upon conversion of the Loan will be a newly issued or treasury share and will be duly authorized, validly issued, fully paid, non-assessable (meaning that the holder of a Common Share shall not by reason of merely being such a holder be subject to assessment or calls by the Company or its creditors for further payment on such Common Share), free from preemptive rights and free of any lien or adverse claim (except to the extent of any lien or adverse claim created by the action or inaction of the Lender or the Person to whom such Conversion Share will be delivered). The initial number of Conversion Shares to be delivered upon conversion of the Loan is 15,000,000 (representing (i) a number of Common Shares of the Company equal to the quotient obtained by dividing (x) the Principal Amount of the Loan *plus* accrued and unpaid interest (which, in no event shall be less than \$2,000,000) by (y) the Conversion Price *plus* (ii) the Conversion Fee Shares); *provided, however*, such amount is subject to adjustment pursuant to **Section 5.05** in accordance with the terms thereof. If the Common Shares are then listed on any securities exchange, or quoted on any inter-dealer quotation system, then the Borrower will cause each Conversion Share, when delivered upon conversion of the Loan, to be admitted for listing on such exchange or quotation on such system.

SECTION 5.05. ADJUSTMENTS TO THE CONVERSION PRICE.

(A) *Events Requiring an Adjustment to the Conversion Price.* The Conversion Price will be adjusted from time to time as follows (*provided* that, for the avoidance of doubt, the conversion of the Loan in accordance with these Terms and Conditions will not result in an adjustment of the Conversion Price):

(i) *Share Dividends, Splits and Combinations.* If the Borrower issues solely Common Shares as a dividend or distribution on all or substantially all Common Shares, or if the Borrower effects a share split or a share combination of the Common Shares (in each case excluding an issuance solely pursuant to a Common Shares Change Event, as to which **Section 5.07** will apply), then the Conversion Price will be adjusted based on the following formula:

$$CP_1 = CP_0 \times \frac{OS_0}{OS_1}$$

where:

- CP_0 = the Conversion Price in effect immediately before the Open of Business on the Ex-Dividend Date for such dividend or distribution, or immediately before the Open of Business on the effective date of such share split or share combination, as applicable;
- CP_1 = the Conversion Price in effect immediately after the Open of Business on such Ex-Dividend Date or effective date, as applicable;
- OS_0 = the number of Common Shares outstanding immediately before the Open of Business on such Ex-Dividend Date or effective date, as applicable, without giving effect to such dividend, distribution, share split or share combination; and
- OS_1 = the number of Common Shares outstanding immediately after giving effect to such dividend, distribution, share split or share combination.

If any dividend, distribution, share split or share combination of the type described in this **Section 5.05(A)(i)** is declared or announced, but not so paid or made, then the Conversion Price will be readjusted, effective as of the date the Board of Managing Directors determines not to pay such dividend or distribution or to effect such share split or share combination, to the Conversion Price that would then be in effect had such dividend, distribution, share split or share combination not been declared or announced.

(ii) *Rights, Options and Warrants.* If the Borrower distributes, to all or substantially all holders of Common Shares, rights, options or warrants (other than (x) rights issued or otherwise distributed pursuant to a shareholder rights plan; or (y) pursuant to an Initial Degressive Issuance or Degressive Issuance, as applicable, for which an adjustment to the Conversion Price is required (or would be required without regard to **Section 5.05(B)**) pursuant to **Section 5.05(A)(vi)**, entitling such holders, for a period of not more than sixty (60) calendar days after the record date of such distribution, to subscribe for or purchase Common Shares at a price per share that is less than the average of the Last Reported Sale Prices per Common Share for the ten (10) consecutive Trading Days ending on, and including, the Trading Day immediately before the date such distribution is announced, then the Conversion Price will be decreased based on the following formula:

$$CP_1 = CP_0 \times \frac{OS+Y}{OS+X}$$

where:

- CP_0 = the Conversion Price in effect immediately before the Open of Business on the Ex-Dividend Date for such distribution;
- CP_1 = the Conversion Price in effect immediately after the Open of Business on such Ex-Dividend Date;
- OS = the number of Common Shares outstanding immediately before the Open of Business on such Ex-Dividend Date;
- X = the total number of Common Shares issuable pursuant to such rights, options or warrants; and
- Y = a number of Common Shares obtained by dividing (x) the aggregate price payable to exercise such rights, options or warrants by (y) the average of the Last Reported Sale Prices per Common Share for the ten (10) consecutive Trading Days ending on, and including, the Trading Day immediately before the date such distribution is announced.

To the extent such rights, options or warrants are not so distributed, the Conversion Price will be readjusted to the Conversion Price that would then be in effect had the increase to the Conversion Price for such distribution been made on the basis of only the rights, options or warrants, if any, actually distributed. In addition, to the extent that Common Shares are not delivered after the expiration of such rights, options or warrants (including as a result of such rights, options or warrants not being exercised), the Conversion Price will be readjusted to the Conversion Price that would then be in effect had the decrease to the Conversion Price for such distribution been made on the basis of delivery of only the number of Common Shares actually delivered upon exercise of such rights, option or warrants.

For purposes of this **Section 5.05(A)(ii)**, in determining whether any rights, options or warrants entitle holders of Common Shares to subscribe for or purchase Common Shares at a price per share that is less than the average of the Last Reported Sale Prices per Common Share for the ten (10) consecutive Trading Days ending on, and including, the Trading Day immediately before the date the distribution of such rights, options or warrants is announced, and in determining the aggregate price payable to exercise such rights, options or warrants, there will be taken into account any consideration the Borrower receives for such rights, options or warrants and any amount payable on exercise thereof, with the value of such consideration, if not cash, to be determined by the Board of Managing Directors.

(iii) *Spin-Offs and Other Distributed Property.*

(1) *Distributions Other than Spin-Offs.* If the Borrower distributes its Capital Shares, evidences of its indebtedness or other assets or property of the Borrower, or rights, options or warrants to acquire Capital Shares of the Borrower or other securities, to all or substantially all holders of the Common Shares, excluding:

(t) any distribution pursuant to an Initial Degressive Issuance or a Degressive Issuance for which an adjustment to the Conversion Price is required (or would be required without regard to **Section 5.05(B)**) pursuant to **Section 5.05(A)(vi)**, as applicable;

(u) dividends, distributions, rights, options or warrants for which an adjustment to the Conversion Price is required (or would be required without regard to **Section 5.05(B)**) pursuant to **Section 5.05(A)(i)** or **5.05(A)(ii)**, as applicable;

(v) dividends or distributions paid exclusively in cash for which an adjustment to the Conversion Price is required (or would be required without regard to **Section 5.05(B)**) pursuant to **Section 5.05(A)(iv)**;

(w) rights issued or otherwise distributed pursuant to a stockholder rights plan;

(x) Spin-Offs for which an adjustment to the Conversion Price is required (or would be required without regard to **Section 5.05(B)**) pursuant to **Section 5.05(A)(iii)(2)**;

(y) a distribution solely pursuant to a tender offer or exchange offer for Common Shares, as to which **Section 5.05(A)(v)** will apply; and

(z) a distribution solely pursuant to a Common Shares Change Event, as to which **Section 5.07** will apply,

then the Conversion Price will be decreased based on the following formula:

$$CP_1 = CP_0 \times \frac{SP - FMV}{SP}$$

where:

CP_0 = the Conversion Price in effect immediately before the Open of Business on the Ex-Dividend Date for such distribution;

CP_1 = the Conversion Price in effect immediately after the Open of Business on such Ex-Dividend Date;

SP = the average of the Last Reported Sale Prices per Common Share for the ten (10) consecutive Trading Days ending on, and including, the Trading Day immediately before such Ex-Dividend Date; and

FMV = the fair market value (as determined by the Board of Managing Directors), as of such Ex-Dividend Date, of the Capital Shares, evidences of indebtedness, assets, property, rights, options or warrants distributed per Common Share pursuant to such distribution;

provided, however, that if *FMV* is equal to or greater than *SP*, then, in lieu of the foregoing adjustment to the Conversion Price, the Lender will receive, for each Common Share such Lender would have owned had such Lender converted the Loan on the record date for such distribution (which number of Common Shares shall be equal to the quotient obtained by dividing (1) the Principal Amount of the Loan *plus* accrued and unpaid interest by (2) the Conversion Price then in effect on such record date), at the same time and on the same terms as holders of Common Shares, the amount and kind of Capital Shares, evidences of indebtedness, assets, property, rights, options or warrants distributed per one Common Share.

To the extent such distribution is not so paid or made, the Conversion Price will be readjusted to the Conversion Price that would then be in effect had the adjustment been made on the basis of only the distribution, if any, actually made or paid.

(2) *Spin-Offs*. If the Borrower distributes or dividends Capital Shares of any class or series, or similar equity interests, of or relating to an Affiliate, a Subsidiary or other business unit of the Borrower to all or substantially all holders of the Common Shares (other than solely pursuant to (x) a Common Shares Change Event, as to which **Section 5.07** will apply; or (y) a tender offer or exchange offer for Common Shares, as to which **Section 5.05(A)(v)** will apply), and such Capital Shares or equity interests are listed or quoted (or will be listed or quoted upon the consummation of the transaction) on a U.S. national securities exchange (a "**Spin-Off**"), then the Conversion Price will be decreased based on the following formula:

$$CP_1 = CP_0 \times \frac{SP}{FMV + SP}$$

where:

*CP*₀ = the Conversion Price in effect immediately before the Close of Business on the last Trading Day of the Spin-Off Valuation Period for such Spin-Off;

- CP_1 = the Conversion Price in effect immediately after the Close of Business on the last Trading Day of the Spin-Off Valuation Period;
- FMV = the product of (x) the average of the Last Reported Sale Prices per share or unit of the Capital Shares or equity interests distributed in such Spin-Off over the ten (10) consecutive Trading Day period (the “**Spin-Off Valuation Period**”) beginning on, and including, the Ex-Dividend Date for such Spin-Off (such average to be determined as if references to Common Shares in the definitions of Relevant Stock Exchange, Last Reported Sale Price, Trading Day and Market Disruption Event were instead references to such Capital Shares or equity interests); and (y) the number of shares or units of such Capital Shares or equity interests distributed per Common Share in such Spin-Off; and
- SP = the average of the Last Reported Sale Prices per Common Share for each Trading Day in the Spin-Off Valuation Period.

Notwithstanding anything to the contrary in this **Section 5.05(A)(iii)(2)**, if the Conversion Date for the Loan to be converted occurs during the Spin-Off Valuation Period for such Spin-Off, then, solely for purposes of determining the Conversion Consideration and Conversion Fee Shares for such conversion, such Spin-Off Valuation Period will be deemed to consist of the Trading Days occurring in the period from, and including, the Ex-Dividend Date for such Spin-Off to, and including, such Conversion Date.

To the extent any dividend or distribution of the type set forth in this **Section 5.05(A)(iii)(2)** is declared but not made or paid, the Conversion Price will be readjusted to the Conversion Price that would then be in effect had the adjustment been made on the basis of only the dividend or distribution, if any, actually made or paid.

(iv) *Cash Dividends or Distributions.* If any dividend or distribution of cash is made to all or substantially all holders of Common Shares, then the Conversion Price will be decreased based on the following formula:

$$CP_1 = CP_0 \times \frac{SP - D}{SP}$$

where:

- CP_0 = the Conversion Price in effect immediately before the Open of Business on the Ex-Dividend Date for such dividend or distribution;
- CP_1 = the Conversion Price in effect immediately after the Open of Business on such Ex-Dividend Date;

- SP = the Last Reported Sale Price per Common Share on the Trading Day immediately before such Ex-Dividend Date; and
- D = the cash amount distributed per Common Share in such dividend or distribution;

provided, however, that if D is equal to or greater than SP , then, in lieu of the foregoing adjustment to the Conversion Price, the Lender will receive, for each Common Share such Lender would have owned had such Lender converted the Loan on the record date for such dividend or distribution (which number of Common Shares shall be equal to the quotient obtained by dividing (1) the Principal Amount of the Loan *plus* accrued and unpaid interest by (2) the Conversion Price then in effect on such record date), at the same time and on the same terms as holders of Common Shares, the amount of cash distributed per one Common Share.

To the extent such dividend or distribution is declared but not made or paid, the Conversion Price will be readjusted to the Conversion Price that would then be in effect had the adjustment been made on the basis of only the dividend or distribution, if any, actually made or paid.

(v) *Tender Offers or Exchange Offers.* If the Borrower or any of its Subsidiaries makes a payment in respect of a tender offer or exchange offer for Common Shares, and the value (determined as of the Expiration Time by the Board of Managing Directors) of the cash and other consideration paid per Common Share in such tender or exchange offer exceeds the Last Reported Sale Price per Common Share on the Trading Day immediately after the last date (the “**Expiration Date**”) on which tenders or exchanges may be made pursuant to such tender or exchange offer (as it may be amended), then the Conversion Price will be decreased based on the following formula:

$$CP_1 = CP_0 \times \frac{SP \times OS_0}{AC + (SP \times OS_1)}$$

where:

- CP_0 = the Conversion Price in effect immediately before the Close of Business on the last Trading Day of the Tender/Exchange Offer Valuation Period for such tender or exchange offer;
- CP_1 = the Conversion Price in effect immediately after the Close of Business on the last Trading Day of the Tender/Exchange Offer Valuation Period;
- AC = the aggregate value (determined as of the time (the “**Expiration Time**”) such tender or exchange offer expires by the Board of Managing Directors) of all cash and other consideration paid for Common Shares purchased or exchanged in such tender or exchange offer;

- OS_0 = the number of Common Shares outstanding immediately before the Expiration Time (including all Common Shares accepted for purchase or exchange in such tender or exchange offer);
- OS_1 = the number of Common Shares outstanding immediately after the Expiration Time (excluding all Common Shares accepted for purchase or exchange in such tender or exchange offer); and
- SP = the average of the Last Reported Sale Prices per Common Share over the ten (10) consecutive Trading Day period (the “**Tender/Exchange Offer Valuation Period**”) beginning on, and including, the Trading Day immediately after the Expiration Date;

provided, however, that the Conversion Price will in no event be adjusted down pursuant to this **Section 5.05(A)(v)**, except to the extent provided in the immediately following paragraph. Notwithstanding anything to the contrary in this **Section 5.05(A)(v)**, if the Conversion Date for the Loan to be converted occurs during the Tender/Exchange Offer Valuation Period for such tender or exchange offer, then, solely for purposes of determining the Conversion Consideration or the Conversion Fee Shares for such conversion, such Tender/Exchange Offer Valuation Period will be deemed to consist of the Trading Days occurring in the period from, and including, the Trading Day immediately after the Expiration Date to, and including, such Conversion Date.

To the extent such tender or exchange offer is announced but not consummated (including as a result of the Borrower being precluded from consummating such tender or exchange offer under applicable law), or any purchases or exchanges of Common Shares in such tender or exchange offer are rescinded, the Conversion Price will be readjusted to the Conversion Price that would then be in effect had the adjustment been made on the basis of only the purchases or exchanges of Common Shares, if any, actually made, and not rescinded, in such tender or exchange offer.

(vi) *Degressive Issuances.* If, on or after the Closing Date, the Borrower or any of its Subsidiaries issues or otherwise sells any Common Shares, or any Equity-Linked Securities, in each case at an Effective Price per Common Share that is less than the Conversion Price in effect (before giving effect to the adjustment required by this **Section 5.05(A)(vi)**) as of the date of the issuance or sale of such shares or Equity-Linked Securities (such an issuance or sale, a “**Degressive Issuance**”), then, effective as of the Close of Business on such date, the Conversion Price will be decreased to an amount equal to the Weighted Average Issuance Price. For these purposes, the “**Weighted Average Issuance Price**” will be equal to:

$$\frac{(CP \times OS) + (EP \times X)}{OS + X}$$

where:

- CP* = the Conversion Price in effect immediately before giving effect to the adjustment required by this **Section 5.05(A)(vi)**;
- OS* = the number of Common Shares outstanding immediately before such Degressive Issuance;
- EP* = the Effective Price per share of Common Shares in such Degressive Issuance; and
- X* = the sum, without duplication, of (x) the total number of Common Shares issued or sold in such Degressive Issuance; and (y) the maximum number of Common Shares underlying such Equity-Linked Securities issued or sold in such Degressive Issuance;

provided, however, that (1) the Conversion Price will not be adjusted pursuant to this **Section 5.05(A)(vi)** solely as a result of an Exempt Issuance; (2) the issuance of Common Shares pursuant to any such Equity-Linked Securities will not constitute an additional issuance or sale of Common Shares for purposes of this **Section 5.05(A)(vi)** (it being understood, for the avoidance of doubt, that the issuance or sale of such Equity-Linked Securities, or any re-pricing or amendment thereof, will be subject to this **Section 5.05(A)(vi)**); and (3) in no event will the Conversion Price be increased pursuant to this **Section 5.05(A)(vi)**. For purposes of this **Section 5.05(A)(vi)**, any re-pricing or amendment of any Equity-Linked Securities (including, for the avoidance of doubt, any Equity-Linked Securities existing as of the Closing Date) will be deemed to be the issuance of additional Equity-Linked Securities, without affecting any prior adjustments theretofore made to the Conversion Price. The Borrower will not effect any Degressive Issuance that would result in an adjustment to the Conversion Price pursuant to this **Section 5.05(A)(vi)** that requires the approval of the Borrower's shareholders, unless the Borrower has obtained such shareholder approval before such Degressive Issuance.

(C) *Adjustments Not Yet Effective*. Notwithstanding anything to the contrary in these Terms and Conditions, if:

(i) the Loan is to be converted;

(ii) the record date, effective date or Expiration Time for any event that requires an adjustment to the Conversion Price pursuant to **Section 5.05(A)** (but without regard to **Section 5.05(A)(vi)**) has occurred on or before the Conversion Date for such conversion, but an adjustment to the Conversion Price for such event has not yet become effective as of such Conversion Date;

(iii) the Conversion Consideration due upon such conversion includes any whole Common Shares; and

(iv) such shares are not entitled to participate in such event (because they were not held on the related record date or otherwise),

then, solely for purposes of such conversion, the Borrower will, without duplication, give effect to such adjustment on such Conversion Date. In such case, if the date on which the Borrower is otherwise required to deliver the consideration due upon such conversion is before the first date on which the amount of such adjustment can be determined, then the Borrower will delay the settlement of such conversion until the second (2nd) Business Day after such first date.

(D) *Conversion Price Adjustments where Converting Lenders Participate in the Relevant Transaction or Event.* Notwithstanding anything to the contrary in these Terms and Conditions, if:

(i) a Conversion Price adjustment for any dividend or distribution becomes effective on any Ex-Dividend Date pursuant to **Section 5.05(A)** (but without regard to **Section 5.05(A)(vi)**);

(ii) the Loan is to be converted;

(iii) the Conversion Date for such conversion occurs on or after such Ex-Dividend Date and on or before the related record date;

(iv) the Conversion Consideration due upon such conversion includes any whole Common Shares based on a Conversion Price that is adjusted for such dividend or distribution; and

(v) such shares would be entitled to participate in such dividend or distribution (including pursuant to **Section 5.02(C)**),

then (x) such Conversion Price adjustment will not be given effect for such conversion and (y) the Common Shares issuable upon such conversion based on such unadjusted Conversion Price will be entitled to participate in such dividend or distribution.

(E) *Limitation on Effecting Transactions Resulting in Certain Adjustments.* The Borrower will not engage in or be a party to any transaction or event that would require the Conversion Price to be adjusted pursuant to **Section 5.05(A)** to an amount, if any, that, under applicable law, would not permit the Common Shares issuable upon conversion to be legally issued and valid.

(F) *Equitable Adjustments to Prices.* Whenever any provision of these Terms and Conditions requires the Borrower to calculate the average of the Last Reported Sale Prices, or any function thereof, over a period of multiple days (including to calculate an adjustment to the Conversion Price), the Borrower will make proportionate adjustments, if any, to such calculations to account for any adjustment to the Conversion Price pursuant to **Section 5.05(A)(i)** that becomes effective, or any event requiring such an adjustment to the Conversion Price where the Ex-Dividend Date or effective date, as applicable, of such event occurs, at any time during such period.

(G) *Calculation of Number of Outstanding Common Shares.* For purposes of **Section 5.05(A)**, the number of Common Shares outstanding at any time will exclude Common Shares held in the Borrower's treasury (unless the Borrower pays any dividend or makes any distribution on Common Shares held in its treasury).

(H) *Calculations.* All calculations with respect to the Conversion Price and adjustments thereto will be made to the nearest cent.

(I) *Notice of Conversion Price Adjustments.* Upon the effectiveness of any adjustment to the Conversion Price pursuant to **Section 5.05(A)**, the Borrower will promptly send notice to the Lenders containing (i) a brief description of the transaction or other event on account of which such adjustment was made; (ii) the Conversion Price in effect immediately after such adjustment; and (iii) the effective time of such adjustment.

SECTION 5.06. VOLUNTARY ADJUSTMENTS.

(A) *Generally.* To the extent permitted by law and applicable stock exchange rules, the Borrower, from time to time, may (but is not required to) decrease the Conversion Price by any amount if (i) the Board of Managing Directors determines that such decrease is either (x) in the best interest of the Borrower; or (y) advisable to avoid or diminish any income tax imposed on holders of Common Shares or rights to purchase Common Shares as a result of any dividend or distribution of Common Shares (or rights to acquire Common Shares) or any similar event; (ii) such decrease is in effect for a period of at least twenty (20) Business Days; and (iii) such decrease is irrevocable during such period.

(B) *Notice of Voluntary Decreases.* If the Board of Managing Directors determines to decrease the Conversion Price pursuant to **Section 5.06(A)**, then, no later than the first Business Day of the related twenty (20) Business Day period referred to in **Section 5.06(A)**, the Borrower will send notice to the Lender of such decrease, the amount thereof and the period during which such decrease will be in effect.

SECTION 5.07. EFFECT OF COMMON SHARES CHANGE EVENT.

(A) *Generally.* If there occurs any:

(i) recapitalization, reclassification or change of the Common Shares (other than (x) changes solely resulting from a subdivision or combination of the Common Shares, (y) a change only in par value or from par value to no par value or no par value to par value and (z) share splits and share combinations that do not involve the issuance of any other series or class of securities);

(ii) consolidation, merger, combination or binding or statutory share exchange involving the Borrower;

(iii) sale, lease or other transfer of all or substantially all of the assets of the Borrower and its Subsidiaries, taken as a whole, to any Person; or

(iv) other similar event,

and, as a result of which, the Common Shares are converted into, or are exchanged for, or represent solely the right to receive, other securities, cash or other property, or any combination of the foregoing (such an event, a “**Common Shares Change Event**,” and such other securities, cash or property, the “**Reference Property**,” and the amount and kind of Reference Property that a holder of one (1) Common Share would be entitled to receive on account of such Common Shares Change Event (without giving effect to any arrangement not to issue or deliver a fractional portion of any security or other property), a “**Reference Property Unit**”), then, notwithstanding anything to the contrary in these Terms and Conditions,

(1) from and after the effective time of such Common Shares Change Event, (I) the Conversion Consideration and the Conversion Fee Shares due upon conversion of the Loan will be determined in the same manner as if each reference to any number of Common Shares in this **Article 5** (or in any related definitions) were instead a reference to the same number of Reference Property Units; and (II) for purposes of the definition of “Fundamental Change” references to “Common Shares” and the Borrower’s “common equity” will be deemed to refer to the common equity (including depository receipts representing common equity), if any, forming part of such Reference Property; and

(2) for these purposes, the Last Reported Sale Price of any Reference Property Unit or portion thereof that does not consist of a class of securities will be the fair value of such Reference Property Unit or portion thereof, as applicable, determined in good faith and in a commercially reasonable manner by the Borrower (or, in the case of cash denominated in U.S. dollars, the face amount thereof).

If the Reference Property consists of more than a single type of consideration to be determined based in part upon any form of shareholder election, then the composition of the Reference Property Unit will be deemed to be the weighted average of the types and amounts of consideration actually received, per Common Share, by the holders of Common Shares. The Borrower will notify the Lender of such weighted average as soon as practicable after such determination is made.

At or before the effective time of such Common Shares Change Event, the Borrower and the resulting, surviving or transferee Person (if not the Borrower) of such Common Shares Change Event (the “**Successor Person**”) will execute and deliver to the Lender such instrument(s) or other document(s) as may be necessary or reasonable to give effect to the provisions of this **Section 5.07(A)**, including to (x) provide for subsequent conversions of the Loan in the manner set forth in this **Section 5.07**; and (y) provide for subsequent adjustments to the Conversion Price pursuant to **Section 5.05(A)** in a manner consistent with this **Section 5.07**. If the Reference Property includes shares of stock or other securities or assets (other than cash) of a Person other than the Successor Person, then such other Person will also execute such instrument(s) or other document(s) and the same will contain such additional provisions, if any, that the Borrower reasonably determines are appropriate to preserve the economic interests of the Lender.

(B) *Notice of Common Shares Change Events.* The Borrower will provide notice of each Common Shares Change Event to the Lender no later than the effective date of such Common Shares Change Event.

(C) *Compliance Covenant.* The Borrower will not become a party to any Common Shares Change Event unless its terms are consistent with this **Section 5.07**.

Article 6. SUCCESSORS

SECTION 6.01. WHEN THE BORROWER MAY MERGE, ETC.

The Borrower will not consolidate with or merge with or into, or (directly, or indirectly through one or more of its Subsidiaries) sell, lease or otherwise transfer, in one transaction or a series of transactions, all or substantially all of the assets of the Borrower and its Subsidiaries, taken as a whole, to another Person (a “**Business Combination Event**”), unless:

- (A) the resulting, surviving or transferee Person either (x) is the Borrower or (y) if not the Borrower, is a corporation (the “**Successor Entity**”) duly organized and existing under the laws of the Netherlands or the laws of the United States of America, any State thereof or the District of Columbia that expressly assumes (by executing and delivering to the Lender, at or before the effective time of such Business Combination Event, such appropriate instrument(s) or other documentation) all of the Borrower’s obligations under these Terms and Conditions (including, for the avoidance of doubt, the obligation to pay Additional Amounts pursuant to **Section 3.02**); and
- (B) immediately after giving effect to such Business Combination Event, no Default or Event of Default will have occurred and be continuing.

SECTION 6.02. SUCCESSOR ENTITY SUBSTITUTED.

At the effective time of any Business Combination Event that complies with **Section 6.01**, the Successor Entity (if not the Borrower) will succeed to, and may exercise every right and power of, the Borrower under these Terms and Conditions with the same effect as if such Successor Entity had been named as the Borrower in these Terms and Conditions, and, except in the case of a lease, the predecessor Borrower will be discharged from its obligations under these Terms and Conditions and the other Transaction Documents.

Article 7. DEFAULTS AND REMEDIES

SECTION 7.01. EVENTS OF DEFAULT.

- (A) *Definition of Events of Default.* “**Event of Default**” means the occurrence of any of the following:
 - (i) a default in the payment when due (whether at maturity or otherwise) of any accrued and unpaid interest, if any, on the Loan;
 - (ii) the Borrower’s failure to deliver, when required by these Terms and Conditions, a Fundamental Change Notice, if such failure is not cured within five (5) Business Days after its occurrence;
 - (iii) a default in the Borrower’s obligation to convert the Loan in accordance with **Article 4** or **Article 5** upon the exercise of the conversion right with respect thereto, which default continues for five (5) Business Days after its occurrence;

- (iv) a default in the Borrower's obligations under **Article 6**;
- (v) a default in any of the Borrower's obligations or agreements under these Terms and Conditions or any other Transaction Document (other than a default set forth in **clause (i), (ii), (iii) or (iv)** of this **Section 7.01(A)**) where such default is not cured or waived within thirty (30) days after notice to the Borrower by the Lender, which notice must specify such default, demand that it be remedied and state that such notice is a "Notice of Default";
- (vi) a default by the Borrower or any of the Borrower's Significant Subsidiaries with respect to any one or more mortgages, agreements or other instruments under which there is outstanding, or by which there is secured or evidenced, any indebtedness for money borrowed of at least five hundred thousand dollars (\$500,000) (or its foreign currency equivalent) in the aggregate of the Borrower or any of the Borrower's Significant Subsidiaries, whether such indebtedness exists as of the Closing Date or is thereafter created, where such default:
 - (1) constitutes a failure to pay the principal of, or premium or interest on, any of such indebtedness when due and payable at its stated maturity, upon required repayment, upon declaration of acceleration or otherwise; or
 - (2) results in such indebtedness becoming or being declared due and payable before its stated maturity;
- (vii) one or more final judgments being rendered against the Borrower or any of the Borrower's Significant Subsidiaries for the payment of at least five hundred thousand dollars (\$500,000) (or its foreign currency equivalent) in the aggregate (excluding any amounts covered by insurance), where such judgment is not discharged or stayed within sixty (60) days after (i) the date on which the right to appeal the same has expired, if no such appeal has commenced; or (ii) the date on which all rights to appeal have been extinguished;
- (viii) the Borrower denies or disaffirms its obligations under the Registration Rights Agreement;
- (ix) the Borrower or any of its Significant Subsidiaries, pursuant to or within the meaning of any Bankruptcy Law, either:
 - (1) commences a voluntary case or proceeding;
 - (2) consents to the entry of an order for relief against it in an involuntary case or proceeding;
 - (3) consents to the appointment of a custodian of it or for any substantial part of its property;
 - (4) makes a general assignment for the benefit of its creditors;
 - (5) takes any comparable action under any foreign Bankruptcy Law; or

(6) generally is not paying its debts as they become due; or

(x) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that either:

(1) is for relief against the Borrower or any of its Significant Subsidiaries in an involuntary case or proceeding;

(2) appoints a custodian of the Borrower or any of its Significant Subsidiaries, or for any substantial part of the property of the Borrower or any of its Significant Subsidiaries;

(3) orders the winding up or liquidation of the Borrower or any of its Significant Subsidiaries; or

(4) grants any similar relief under any foreign Bankruptcy Law,

and, in each case under this **Section 7.01(A)(x)**, such order or decree remains unstayed and in effect for at least sixty (60) days.

(xi) a breach or default in the Borrower's obligations or agreements under Section 6(a) (Right to Nominate Lender Director), Section 6(d) (Use of Proceeds) or Section 6(f) (Indebtedness) of the Loan Agreement or under Section 2 (Certain New Securities; Preemptive Rights) under the Preemptive Rights Agreement;

(xii) an Event of Default (as defined in the Joint Venture Agreement) under Section 14 of the Joint Venture Agreement occurs (without giving effect to the applicable grace or cure periods described therein) and any such Event of Default continues for a period of thirty (30) days following such Event of Default.

(B) *Cause Irrelevant.* Each of the events set forth in **Section 7.01(A)** will constitute an Event of Default regardless of the cause thereof or whether voluntary or involuntary or effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body.

SECTION 7.02. ACCELERATION.

If an Event of Default occurs, then the Principal Amount of, and all accrued and unpaid interest on, the Loan then outstanding will become due and payable without any further action or notice by any Person (x) with respect to an Event of Default under **Section 7.01(A)(ix)** or **Section 7.01(A)(x)**, immediately, and (y) with respect to any other Event of Default, at the election of the Lender by notice to the Borrower.

Article 8. MISCELLANEOUS

SECTION 8.01. NOTICES.

Any notice or communication by the Borrower will be deemed to have been duly given (a) when delivered personally by hand (with written confirmation of receipt), (b) when sent by e-mail, facsimile transmission, or other similar means of unsecured electronic communication (with written confirmation of transmission) or (c) one Business Day following the day sent by overnight courier (with written confirmation of receipt), in each case at the following addresses (or to such other address as the Borrower may have specified by notice given to the other Parties pursuant to this provision):

Centogene N.V.
Am Strande 7
18055 Rostock
Germany
Attention: [***]

with a copy (which will not constitute notice) to:

Davis Polk & Wardwell London LLP
5 Aldermanbury Square
London EC2V 7HR
United Kingdom
Attention: Leo Borchardt

And

Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, NY 10017
United States
Attention: David Hahn

And

NautaDutilh N.V.
Beethovenstraat 400
1082 PR Amsterdam
The Netherlands
Attn: Paul van der Bijl
Email: Paul.vanderBijl@nautadutilh.com

The Borrower or the Lender, by notice to the other, may designate additional or different addresses (including facsimile numbers and electronic addresses) for subsequent notices or communications. The Borrower will record in the Register any such additional or different address provided by the Lender.

All notices or communications required to be made to a Lender pursuant to these Terms and Conditions must be made in writing and will be deemed to be duly sent or given in writing if mailed by first class mail, certified or registered, return receipt requested, or by overnight air courier guaranteeing next day delivery, to its address shown on the Register. The failure to send a notice or communication to a Lender, or any defect in such notice or communication, will not affect its sufficiency with respect to any other Lender, if applicable.

All notices and communications will be deemed to have been duly given: (A) at the time delivered by hand, if personally delivered; (B) five (5) Business Days after being deposited in the mail, postage prepaid, if mailed; (C) when receipt acknowledged, if transmitted by facsimile, electronic transmission or other similar means of unsecured electronic communication; and (D) the next Business Day after timely delivery to the courier, if sent by overnight air courier guaranteeing next day delivery.

SECTION 8.02. NO PERSONAL LIABILITY OF DIRECTORS, OFFICERS, EMPLOYEES AND SHAREHOLDERS.

No past, present or future director, officer, employee, incorporator or shareholder of the Borrower, as such, will have any liability for any obligations of the Borrower under these Terms and Conditions or for any claim based on, in respect of, or by reason of, such obligations or their creation and by making the Loan pursuant to the Loan Agreement, the Lender waives and releases all such liability. Such waiver and release are part of the consideration for assumption of the Loan on the part of the Borrower.

SECTION 8.03. GOVERNING LAW; WAIVER OF JURY TRIAL.

THESE TERMS AND CONDITIONS, AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THESE TERMS AND CONDITIONS, WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. EACH OF BORROWER AND LENDER IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THESE TERMS AND CONDITIONS OR THE TRANSACTIONS CONTEMPLATED BY THESE TERMS AND CONDITIONS.

SECTION 8.04. ARBITRATION.

The Borrower and each Lender agrees that any dispute, difference, claim, question or controversy arising out of or in connection with these Terms and Conditions, which is not amicably settled between the Borrower and the Lender within a period of one month from the date of the start of negotiations between the Borrower and the Lender, shall be finally resolved pursuant to arbitration pursuant to the terms set forth in this **Section 8.04**. New York, New York will be the place of arbitration. Arbitration shall be governed by Judicial Arbitration & Mediation Services (“JAMS”) and its JAMS Comprehensive Rules and Procedures (“JAMS Rules”) in effect at the time the arbitration is commenced. A panel of three neutral arbitrators will be selected in accordance with the JAMS Rules to conduct the arbitration. The arbitration shall be conducted in English. The arbitral award shall be final and enforced in any court of competent jurisdiction by either party. To the extent permissible by applicable law, the Borrower and the Lender hereby waive any right to appeal the decision of the arbitration. The arbitral tribunal may award legal costs and expenses as it deems fit. The Borrower and the Lender hereby acknowledge and agree that arbitrators may issue procedural orders and decide on interim measures/injunctions in the course of the arbitration. The Borrower and the Lender agree that any one of them may request in aid of arbitration from any court of competent jurisdiction, injunctive relief or other conservatory measures. The Borrower and each Lender agrees that the fact of any arbitration hereunder, the content of any such proceedings and the outcome thereof shall be treated as confidential and shall be held confidential by either party and their respective Representatives.

SECTION 8.05. NO ADVERSE INTERPRETATION OF OTHER AGREEMENTS.

These Terms and Conditions may not be used to interpret any indenture, note, loan or debt agreement of the Borrower or its Subsidiaries or of any other Person, and no such indenture, note, loan or debt agreement may be used to interpret these Terms and Conditions.

SECTION 8.06. SUCCESSORS.

All agreements of the Borrower in the Loan Agreement and these Terms and Conditions will bind its successors.

SECTION 8.07. CALCULATIONS.

Except as otherwise provided in these Terms and Conditions, the Borrower will be responsible for making all calculations called for under these Terms and Conditions, including determinations of the Last Reported Sale Price, accrued interest on the Loan and the Conversion Price.

The Borrower will make all calculations in good faith, and, absent manifest error, its calculations will be final and binding on the Lender. The Borrower will provide a schedule of its calculations to the Lender upon request.

SECTION 8.08. SEVERABILITY.

If any provision of these Terms and Conditions or any other Transaction Document is invalid, illegal or unenforceable, then the validity, legality and enforceability of the remaining provisions of these Terms and Conditions or the other Transaction Documents will not in any way be affected or impaired thereby.

SECTION 8.09. TABLE OF CONTENTS, HEADINGS, ETC.

The table of contents and the headings of the Articles and Sections of these Terms and Conditions have been inserted for convenience of reference only, are not to be considered a part of these Terms and Conditions and will in no way modify or restrict any of the terms or provisions of these Terms and Conditions.

SECTION 8.10. SERVICE OF PROCESS.

The Borrower irrevocably appoints Centogene US, LLC, which currently maintains an office at 99 Erie St, Cambridge, MA 02139, United States of America, as its authorized agent in the United States upon which process may be served in any suit, action or proceeding referred to in **Section 8.04**, and agrees that service of process upon such agent, and written notice of such service to the Borrower by the person serving the same to Centogene N.V., Am Strande 7, 18055 Rostock, Germany, Attention: [***], will be, in every respect, effective service of process upon the Borrower in any such suit, action or proceeding. The Borrower agrees to take any and all reasonable action as may be necessary to maintain such designation and appointment of such agent in full force and effect until the date that is six (6) months after the Maturity Date. If, for any reason, such agent ceases to be such agent for service of process, then the Borrower will promptly appoint a new agent of recognized standing for service of process in the United States and deliver to the Lender a copy of the new agent's acceptance of that appointment within ten (10) Business Days of such acceptance. Nothing in this **Section 8.10** will affect the right of the Lender to serve process in any other manner permitted by law or to commence legal proceedings or otherwise proceed against the Borrower in any other court of competent jurisdiction. To the extent that the Borrower has or hereafter may acquire any sovereign or other immunity from jurisdiction of any court or from any legal process with respect to itself or its property, the Borrower irrevocably waives such immunity in respect of its obligations under these Terms and Conditions.

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FORM OF CONVERSION NOTICE

CONVERSION NOTICE

CENTOGENE N.V.

Loan

Subject to the terms of the Terms and Conditions and the Loan Agreement, by executing and delivering this Conversion Notice, the undersigned Lender identified below directs the Borrower to convert the entire Principal Amount (as defined in the Loan Agreement) of the Loan.

Date: _____

(Legal Name of Lender)

By: _____
Name:
Title:

FORM OF ASSIGNMENT

ASSIGNMENT FORM

CENTOGENE N.V.

Loan

Subject to the terms of the Terms and Conditions, the undersigned Lender identified below assigns (check one):

- the entire Principal Amount of
- \$_____ aggregate Principal Amount of

the Loan and all rights thereunder, to:

Name: _____

Address: _____

Social security or tax id. #: _____

and irrevocably appoints: _____

as agent to transfer and assign such Loan on the books of the Borrower. The agent may substitute another to act for him/her.

Date: _____
_____ (Legal Name of Lender)

By: _____

Name: _____

Title: _____

PHARMACEUTICAL INVESTMENT COMPANY
Alra'idah Digital City, Building MU04, Al Nakhil District,
P.O. Box 6847, Riyadh 11452,
The Kingdom of Saudi Arabia

[], 2023

Centogene N.V.
Am Strande 7
18055 Rostock
Germany

Re: Loan Agreement – Preemptive Rights Agreement

Ladies and Gentlemen:

This preemptive rights agreement (this “Agreement”) sets forth the agreements between Centogene N.V., a public company with limited liability (*naamloze vennootschap*) incorporated under the laws of the Netherlands (“Borrower”), and Pharmaceutical Investment Company, a closed joint stock company incorporated pursuant to the laws of the Kingdom of Saudi Arabia (together with its successors and/or permitted assigns, “Lender”), relating to certain rights, obligations and other matters set forth herein in connection with Borrower and Lender’s entry into that certain Loan Agreement, dated as of the date hereof, by and between Borrower and Lender (as may be amended, restated, amended and restated, modified or supplemented in accordance with its terms from time to time, the “Loan Agreement”). Lender and Borrower are each referred to herein as a “Party” and collectively as the “Parties”.

1. Defined Terms.

- (a) Capitalized terms used but not otherwise defined herein shall have the meanings given thereto in the Loan Agreement.
- (b) The following capitalized terms shall be defined herein as follows:

“Affiliate” has the meaning set forth in Rule 144 of the Securities Act as in effect on the date hereof.

“Agreement” has the meaning set forth in the preamble of this Agreement.

“Borrower” has the meaning set forth in the preamble of this Agreement.

“Business Day” means any day other than a Saturday, a Sunday or any day on which banking institutions in New York City, United States, Riyadh, Saudi Arabia or Frankfurt am Main, Germany are authorized or required by Law or executive order to close or be closed.

“Capital Shares” of any Person means any and all shares of, interests in, rights to purchase, warrants or options for, participations in, or other equivalents of, in each case however designated, the equity of such Person, but excluding any debt securities convertible into such equity.

“Convertible Securities” has the meaning set forth in Section 2(a)(i).

“Common Shares” means the common shares, par value €0.12 per share, of Borrower.

“Equity Securities” has the meaning set forth in Section 2(a)(ii).

“Exchange Act” means the U.S. Securities Exchange Act of 1934, as amended.

“Excluded Securities” has the meaning set forth in Section 2(a)(iii).

“Fundamental Change” means any of the following events:

(a) the acquisition by any party (or parties acting in concert) of Common Shares representing more than 50% of the voting power of all of Borrower’s Common Shares;

(b) the consummation of (i) any sale, lease or other transfer, in one transaction or a series of related transactions, of all or substantially all of the assets of Borrower and its Subsidiaries, taken as a whole, to any Person; or (ii) any transaction or series of related transactions in connection with which (whether by means of merger, demerger, consolidation, share exchange, business combination, reclassification, recapitalization, acquisition, liquidation or otherwise), the result of which is Borrower’s shareholders prior to any transaction described in clause (i) or (ii) cease to own more than 50% of all classes of common equity of Borrower or its successor following any such transaction; or

(c) Borrower’s shareholders approve any plan or proposal for the liquidation or dissolution of Borrower;

provided, however, that a transaction or event described in clause (a) or (b) above will not be deemed to constitute a Fundamental Change if the Specified Shareholders each continue, immediately after such transaction or event described in clause (a) or (b) to be the direct or indirect “beneficial owner” (as defined below) of substantially the same number of Common Shares of Borrower (or replacement equity interests in the surviving entity, acquirer, successor, or transferee, as applicable (or the parent entity thereof)) as each “beneficially owned” as of the date hereof.

For the purposes of this definition, whether a Person is a “beneficial owner,” and whether shares are “beneficially owned,” will be determined in accordance with Rule 13d-3 under the Exchange Act.

“Governmental Entity” means (a) any supranational, national, federal, state, provincial, municipal, local or foreign government, governmental authority, regulatory or administrative agency, governmental commission, department, board, bureau, agency, instrumentality, any court, tribunal, arbitrator, mediator or other governmental official, authority or instrumentality and (b) any entity to whom a Governmental Entity has assigned or delegated any authority or oversight responsibilities, including any notified body accredited, designated, licensed, authorized or approved to assess and certify the conformity of a medical device (including in vitro diagnostic medical device) with the requirements of the In Vitro Diagnostic Medical Devices Directive 98/79/EC, the In Vitro Diagnostic Medical Devices Regulation (EU) 2017/746, and applicable harmonized standards.

“JAMS” has the meaning set forth in Section 9.

“JAMS Rules” has the meaning set forth in Section 9.

“Lender” has the meaning set forth in the preamble of this Agreement.

“Law” means any statute, law, ordinance, rule, regulation, code, approval, license, Permit or Order, in each case, of any Governmental Entity.

“Loan” means the convertible loan made by Lender to Borrower pursuant to the Loan Agreement.

“Loan Agreement” has the meaning set forth in the preamble of this Agreement.

“Nasdaq” means The Nasdaq Stock Market LLC.

“New Securities” has the meaning set forth in Section 2(a)(iv).

“Offer” has the meaning set forth in Section 2(b).

“Offer Period” has the meaning set forth in Section 2(b).

“Options” has the meaning set forth in Section 2(a)(v).

“Party” or “Parties” has the meaning set forth in the preamble of this Agreement.

“Person” means an individual, corporation, partnership, limited liability company, joint venture, trust or unincorporated organization or a Governmental Entity.

“ROFO Agreement” means that certain ROFO Agreement, dated as of [___], between Lender, DPE Deutsche Private Equity GmbH, Careventures Fund II S.C.Sp, and TVM Life Science Innovation I, L.P., as the same may be amended or supplemented from time to time.

“Registration Rights Agreement” means that certain Registration Rights Agreement, dated as of [___], between Borrower and Lender, as the same may be amended or supplemented from time to time.

“Representatives” means with respect to any Person, such Person’s Affiliates and its and their respective directors, officers, employees, agents, insurance providers, and legal and financial advisors.

“Securities Act” means the U.S. Securities Act of 1933, as amended.

“Specified Shareholder” means, collectively, (a) DPE Deutsche Private Equity GmbH, (b), Careventures Fund II S.C.Sp, and (c) TVM Life Science Innovation I, L.P.

“Subsidiary” means, with respect to any Person, (a) any corporation, association or other business entity (other than a partnership or limited liability company) of which more than 50% of the total voting power of the Capital Shares entitled (without regard to the occurrence of any contingency, but after giving effect to any voting agreement or shareholders’ agreement that effectively transfers voting power) to vote in the election of directors, managers or trustees, as applicable, of such corporation, association or other business entity is owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of such Person; and (b) any partnership or limited liability company where (i) more than 50% of the capital accounts, distribution rights, equity and voting interests, or of the general and limited partnership interests, as applicable, of such partnership or limited liability company are owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of such Person, whether in the form of membership, general, special or limited partnership or limited liability company interests or otherwise; and (ii) such Person or any one or more of the other Subsidiaries of such Person is a controlling general partner of, or otherwise controls, such partnership or limited liability company.

“Supervisory Board of Directors” means the supervisory board of directors of Borrower.

“Transaction Documents” means, collectively, this Agreement, the Loan Agreement, the ROFO Agreement, and the Registration Rights Agreement.

“Underlying Shares” means the Common Shares issuable upon conversion of the Loan.

2. Certain New Securities; Preemptive Rights.

(a) For purposes of this Section 2, the following terms shall have the following meanings:

- (i) “Convertible Securities” means any security convertible into or exchangeable for Common Shares.
- (ii) “Equity Securities” means (A) all Capital Shares of Borrower or its Subsidiaries, (B) all securities convertible into or exchangeable for Capital Shares of Borrower or its Subsidiaries and (C) all options, warrants or other rights to purchase or otherwise acquire from Borrower or its Subsidiaries such Capital Shares, or securities convertible into or exchangeable for Capital Shares.
- (iii) “Excluded Securities” means (A) any Capital Shares or options to purchase shares of Capital Shares, or other equity-based awards (including restricted stock units), issued or granted to employees (or prospective employees who have accepted an offer of employment), directors or consultants of Borrower or any of its Subsidiaries, pursuant to plans that have been approved by a majority of the independent members of the Supervisory Board of Directors or that exist as of the date of this Agreement; (B) securities issued by Borrower or its Subsidiaries upon the exercise, exchange or conversion of any securities that are exercisable or exchangeable for, or convertible into, Capital Shares and are outstanding as of the date of this Agreement, provided that such exercise, exchange or conversion is effected pursuant to the terms of such securities as in effect on the date of this Agreement; (C) any securities issued as a result of any Common Share split, reclassification or reorganization; (D) securities (including Common Shares or Convertible Securities) issued pursuant to a bona fide public offering, or Convertible Securities or Common Shares issuable upon exercise or conversion of Convertible Securities issued pursuant to a bona fide public offering; provided, that the foregoing exception in clause (D) shall only apply so long as Borrower remains listed on Nasdaq, and (E) the Loan and Underlying Shares. For purposes of this definition, “consultant” means a consultant that may participate in an “employee benefit plan” in accordance with the definition of such term in Rule 405 under the Securities Act.
- (iv) “New Securities” means all Equity Securities other than: (A) Excluded Securities; (B) Capital Shares of Borrower issued on a pro rata basis to all holders of such class as a share dividend; (C) Capital Shares of Borrower issued as consideration in connection with the acquisition, approved by the Supervisory Board of Directors, by Borrower of assets or Capital Shares of any Person; and (D) rights issued pursuant to a shareholder rights plan.
- (v) “Options” means any options, warrants or other rights to subscribe for or to purchase, or any options for the purchase of, any Common Shares or Convertible Securities.

(b) Following the consummation of any Fundamental Change (including any take private transaction), and for so long as Lender holds at least 10% of the outstanding Common Shares of Borrower, including, prior to conversion, on an as-converted basis, if Borrower intends to issue New

Securities to any Person, then, at least 20 Business Days prior to the issuance of the New Securities, Borrower shall deliver to Lender an offer (the “Offer”) to issue the New Securities to Lender upon the terms set forth in this Section 2. The Offer shall state that Borrower proposes to issue New Securities and shall specify the number and material terms (including the timing for the proposed issuance and the proposed purchase price) of the New Securities proposed to be issued. The Offer shall remain open and irrevocable for a period of 15 Business Days (the “Offer Period”) from the date of its delivery to Lender.

(c) Upon receipt of the Offer described in the foregoing paragraph, Lender shall have the right to purchase up to that portion of such New Securities equal to the quotient determined by dividing (x) the number of Common Shares held by Lender (including, prior to conversion, on an as-converted basis) by (y) the total number of Common Shares then outstanding. The closing of the purchase of New Securities by Lender shall be held at the principal offices of Borrower on the closing date set forth in the Offer or at such other time and place as Borrower and Lender may agree. At such closing, Borrower shall issue and deliver the New Securities to Lender against payment of the purchase price therefor by Lender. At such closing, Borrower and Lender shall execute such additional documents as are otherwise reasonably necessary or appropriate to consummate the closing of the issuance and sale of the New Securities.

(d) If Lender does not elect to purchase all or a portion of the New Securities available to Lender pursuant to Section 2(c), Borrower may issue and sell all or any of such New Securities not purchased by Lender, together with all other New Securities proposed to be issued as set out in the Offer, as applicable, to the applicable purchaser at a purchase price that is not more favorable, and on other terms and conditions that are not more favorable in any material respect, than those set forth in the Offer. If such sale is not consummated within 90 days of the date upon which the Offer is delivered to Lender in accordance with this Section 2 (which 90-day period shall be extended, if required, in order for the relevant parties to obtain any required approval of any Governmental Entity; provided, that such extension shall in no event extend for a period longer than 270 days after the date upon which the Offer is delivered to Lender), then Borrower’s right under this Section 2(d) to freely issue and sell such New Securities shall terminate and Borrower shall again comply with Section 2(c) in respect of any proposed issuance of New Securities.

3. Survival. Each Party’s obligations and covenants made in this Agreement shall survive.

4. Entire Agreement; Amendment; Waiver. This Agreement and the other Transaction Documents (including any schedules and exhibits hereto and thereto) represent the entire understanding and agreement between the Parties hereto with respect to the subject matter hereof. Nothing expressed or implied in this Agreement is intended or shall be construed so as to grant or confer on any person, firm or corporation other than the Parties hereto, any rights or privileges hereunder. This Agreement can be amended, supplemented or changed, and any provision hereof can be waived, only by written instrument making specific reference to this Agreement signed by the Party against whom enforcement of any such amendment, supplement, modification or waiver is sought. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by the Party taking such action of compliance with any agreement contained herein. The waiver by any Party hereto of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any Party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such Party preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

5. Assignability. Neither this Agreement nor any right, remedy, obligation or liability arising hereunder or by reason hereof will be assignable by either Party without the prior written consent of the

other Party; provided, however, that Lender may assign any of its rights, remedies, obligations or liabilities arising under this Agreement to its Permitted Transferees (as defined in the Loan Agreement).

6. Further Instruments and Acts. Each of the Parties to this Agreement agrees to execute and deliver such further instruments and do such further acts as may be reasonably necessary or proper to more effectively carry out the purposes of this Agreement.

7. Waiver of Jury Trial. EACH OF BORROWER AND LENDER IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING ARISING OUT OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

8. Governing Law. This Agreement will be governed by and construed in accordance with the internal laws of the State of New York.

9. Arbitration. Each Party agrees that any dispute, difference, claim, question or controversy arising out of or in connection with this Agreement, which is not amicably settled between the Parties hereto within a period of one month from the date of the start of negotiations between the Parties, shall be finally resolved pursuant to arbitration pursuant to the terms set forth in this Section 9. New York, NY will be the place of arbitration. Arbitration shall be governed by Judicial Arbitration & Mediation Services (“JAMS”) and its JAMS Comprehensive Rules and Procedures (“JAMS Rules”) in effect at the time the arbitration is commenced. A panel of three neutral arbitrators will be selected in accordance with the JAMS Rules to conduct the arbitration. The arbitration shall be conducted in English. The arbitral award shall be final and enforced in any court of competent jurisdiction by either Party. To the extent permissible by Law, the Parties hereby waive any right to appeal the decision of the arbitration. The arbitral tribunal may award legal costs and expenses as it deems fit. The Parties hereby acknowledge and agree that arbitrators may issue procedural orders and decide on interim measures/injunctions in the course of the arbitration. The Parties hereunder agree that any one of them may request in aid of arbitration from any court of competent jurisdiction, injunctive relief or other conservatory measures. The Parties hereto hereby agree that the fact of any arbitration hereunder, the content of any such proceedings and the outcome thereof shall be treated as confidential and shall be held confidential by each Party and their respective Representatives in accordance with Section 17.

10. Expenses. Each of the Parties shall bear all of its own costs and expenses incurred in connection with transactions contemplated by this Agreement and the other Transaction Documents, including without limitation, legal and meeting expenses and costs in connection with the preparation of this Agreement and the other Transaction Documents and any filing expenses with respect to the Transaction Documents.

11. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including .pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docuSign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

12. Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed given (a) when delivered personally by hand (with written confirmation of receipt), (b) when sent by e-mail (with written confirmation of transmission) or (c) one Business Day following the day sent by overnight courier (with written confirmation of receipt), in each case at the following addresses and facsimile numbers (or to such other address or facsimile number as a Party may have specified by notice given to the other Party pursuant to this provision):

If to Borrower:

Centogene N.V.
Am Strande 7
18055 Rostock
Germany
Attn: [***]
Email: [***]

with a copy to (which shall not constitute notice):

Davis Polk & Wardwell London LLP
5 Aldermanbury Square
London EC2V 7HR
Attn: Leo Borchardt
Email: leo.borchardt@davispolk.com

If to Lender:

Alra'idah Digital City, Building MU04, Al Nakhil District,
P.O. Box 6847, Riyadh 11452,
The Kingdom of Saudi Arabia
Attn: [***]
Email: [***]

with a copy to (which shall not constitute notice):

Latham & Watkins LLP
Al-Tatweer Towers, 7th Floor, Tower 1
King Fahad Highway, PO Box 17411
Riyadh 11484, Saudi Arabia
Attn: Ahmed el-Gaili, David Zaheer, and Gregory P. Rodgers
Email: Ahmed.el-Gaili@lw.com
david.zaheer@lw.com
Greg.Rodgers@lw.com

13. **Binding Effect.** The provisions of this Agreement will be binding upon and accrue to the benefit of the Parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

14. **No Third Party Beneficiaries.** This Agreement is for the sole benefit of the Parties hereto and their successors and permitted assigns and nothing expressed or referred to in this Agreement will be construed to give any Person, other than the Parties to this Agreement and such permitted assigns, any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement, whether as third party beneficiary or otherwise.

15. **Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

16. **Interpretation.** Any reference to a contract, instrument or other document as of a given date means the contract, instrument or other document as amended, supplemented and modified from time to

time through such date. The headings contained in this Agreement are for convenience of reference only and will not affect the meaning or interpretation of this Agreement. All preamble, recital, article, section, exhibit and schedule references are to the preambles, recitals, articles, sections, exhibits and schedules of this Agreement unless otherwise specified. All references in this Agreement to “dollars” or “\$” are to U.S. dollars. All payments to be made in cash under this Agreement or under any other Transaction Document are to be paid in U.S. dollars. All references in this Agreement to any period of days will mean the relevant number of calendar days unless otherwise specified. When calculating the period of time before which, within which or following which, any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period will be excluded. If the last day of any period is a non-Business Day, the period in question will end on the next succeeding Business Day. Words in the singular will be held to include the plural and vice versa. Words of one gender will be held to include the other genders and neutral as the context requires. The terms “hereof,” “herein,” “hereunder,” “hereto” and “herewith” and words of similar import will, unless otherwise stated, be construed to refer to this Agreement and not to any particular provision of this Agreement. The word “including” and words of similar import when used in this Agreement will mean “including, without limitation,” unless otherwise specified. The word “or” will not be exclusive. The Parties acknowledge and agree that each has negotiated and reviewed the terms of this Agreement, assisted by such legal and tax counsel as they desired, and has contributed to its revisions. The Parties further agree that the rule of construction that any ambiguities are resolved against the drafting Party will be subordinated to the principle that the terms and provisions of this Agreement will be construed fairly as to all Parties and not in favor of or against any Party.

17. Confidentiality. Neither Party hereto nor any of its Representatives may make any press release or other public disclosure regarding the existence of this Agreement, its contents, or the transactions contemplated by this Agreement without the written consent of the other Party, in any case, as to the form, content, and timing and manner of distribution or publication of such press release or other public disclosure (which consent may not be unreasonably withheld, conditioned, or delayed). Each Party shall hold confidential the terms and provisions of this Agreement and the terms of the transactions contemplated by this Agreement. Notwithstanding the foregoing, nothing in this Section 17 will prevent either Party or its Representatives from making any press release or other disclosure (a) required by Law or the rules of any stock exchange, in which case the Party required to make such press release or other disclosure shall use commercially reasonable efforts to allow the other Party reasonable time to review and comment on such release or disclosure in advance of its issuance or (b) to the accountants, Representatives, stockholders, members and partners of such Party and its Affiliates as necessary in connection with the ordinary conduct of their businesses (so long as such Persons agree to keep the terms of this Agreement confidential).

[Signature Page Follows]

The undersigned hereby execute and deliver this Agreement as of the date first set forth above.

LENDER:

PHARMACEUTICAL INVESTMENT COMPANY

By: _____
Name:
Title:

BORROWER:

CENTOGENE N.V.

By: _____
Name:
Title:

SIGNATURE PAGE TO PREEMPTIVE RIGHTS AGREEMENT

Centogene N.V.

Second Registration Rights Agreement

_____ 2023

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Exhibits

Exhibit A: Form of Notice and Questionnaire

A-1

Second Registration Rights Agreement

SECOND REGISTRATION RIGHTS AGREEMENT, dated as of ____ 2023, between Centogene N.V., a public company with limited liability (*naamloze vennootschap*) incorporated under the laws of the Netherlands (the “**Borrower**”), and the Lender signatory hereto.

WHEREAS, the execution and delivery of this Agreement is a condition to the closing of the transactions contemplated by the Loan Agreement (as defined in **Section 1**).

THEREFORE, the Borrower agrees as follows for the benefit of the Lender and the Holders (as defined in **Section 1**):

Section 1. DEFINITIONS.

“**Additional Interest**” means any fee payable by the Borrower pursuant to **Section 9(c)**.

“**Additional Interest Rate**” means a rate per annum equal to one quarter of one percent (0.25%) for the first ninety (90) days on which Additional Interest accrues and, thereafter, at a rate per annum equal to one half of one percent (0.50%).

“**Affiliate**” has the meaning set forth in Rule 144.

“**Agreement**” means this Second Registration Rights Agreement, as amended or supplemented from time to time.

“**As-Converted Registrable Security Ownership Percentage**” means, with respect to any Holder(s) as of any time, a fraction (a) whose numerator is the aggregate number of Registrable Securities owned, or issuable upon conversion of the Loan, held by such Holder(s) as of such time; and (b) whose denominator is the aggregate number of Registrable Securities that are then outstanding or are issuable upon conversion of the Loan then outstanding.

“**Blackout Commencement Notice**” has the meaning set forth in **Section 6(a)(i)**.

“**Blackout Period**” has the meaning set forth in **Section 6(a)(v)**.

“**Blackout Termination Notice**” has the meaning set forth in **Section 6(a)(v)**.

“**Borrower**” means Centogene N.V., a public company with limited liability (*naamloze vennootschap*) incorporated under the laws of the Netherlands.

“**Borrower Indemnified Person**” mean each of the following Persons: (a) the Borrower; (b) any Affiliate of the Borrower; (c) any partner, director, officer, member, shareholder, employee, advisor or other representative of the Borrower or its Affiliates; (d) each Person, if any, who controls the Borrower within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act; and (e) each successor of the foregoing Persons.

“**Borrower Registration Expenses**” means all fees and expenses incurred by the Borrower in connection with its obligations pursuant to **Section 3, Section 4, Section 5 or Section 7** (regardless of whether any Registration Statement is filed or becomes effective under the Securities Act or whether any Demand Underwritten Offering or Piggyback Underwritten Offering is consummated), including the following, to the extent applicable: (a) registration, qualification or filing fees of the SEC, FINRA or state securities or “blue sky” regulatory agencies; (b) fees incurred in connection with the listing, or the maintaining of any listing, of any Registrable Securities on any national securities exchange or inter-dealer quotation system; (c) the fees and disbursements of counsel for the Borrower or of any independent accounting firm for the Borrower; (d) the reasonable fees and out-of-pocket expenses of a single counsel for the Lender in connection the review of the General Registration Statement Documents contemplated by **Section 7(b)**; and (e) the reasonable fees and out-of-pocket expenses, of a single Designated Holder Counsel incurred in connection with any Demand Underwritten Offering, or a single Designated Holder Counsel incurred in connection with any Piggyback Underwritten Offering; *provided, however*, that Borrower Registration Expenses will not include (i) any fees, expenses or disbursements of any counsel for any Holder or for the Lender, except fees and expenses of any such counsel that constitute Borrower Registration Expenses pursuant to **clause (d) or (e)** above; or (ii) any underwriting, brokerage or similar fees or discounts or selling commissions, or any share transfer taxes (or any other taxes borne by any Holder), incurred in connection with the sale or other transfer of any Registrable Securities.

“**Business Day**” means any day other than a Saturday, Sunday or any other day on which banking institutions in New York City, United States, Riyadh, Saudi Arabia or Frankfurt am Main, Germany are authorized or required by Law or executive order to close or be closed.

“**Closing Date**” has the meaning set forth in the Terms and Conditions.

“**Common Shares**” means the common shares, par value €0.12 per share, of the Borrower.

“**Common Shares Change Event**” has the meaning set forth in the Terms and Conditions.

“**Demand Registration Notice**” has the meaning set forth in **Section 4(a)**.

“**Demand Registration Statement**” means each registration statement under the Securities Act that is designated by the Borrower for the registration, under the Securities Act, of any Demand Underwritten Offering pursuant to **Section 4**. For the avoidance of doubt, the Demand Registration Statement may, at the Borrower’s election, be the General Resale Registration Statement.

“**Demand Underwriting Registration Statement Documents**” means any Demand Registration Statement, all pre- and post-effective amendments thereto, the related prospectus (including any preliminary prospectus), all supplements to such prospectus (including any preliminary prospectus supplements), the documents incorporated by reference in any of the foregoing and each related “issuer free writing prospectus” (as defined in Rule 433 under the

Securities Act).

“**Demand Underwritten Offering**” has the meaning set forth in **Section 4(a)**.

“**Demand Underwritten Offering Majority Holders**” has the meaning set forth in **Section 4(d)(i)**.

“**Demanding Notice Holders**” has the meaning set forth in **Section 4(a)**.

“**Depository**” means The Depository Trust, Borrower or any other entity acting as securities depository for any of the Registrable Securities.

“**Designated Holder Counsel**” has the following meaning: (a) with respect to the General Resale Registration Statement, a single counsel that is designated and appointed by one or more Notice Holders whose aggregate As-Converted Registrable Securities Ownership Percentage exceeds fifty percent (50%) (with written notice of such designation and appointment to the Borrower by such Notice Holders), to serve as counsel for all Notice Holders in respect of the General Resale Registration Statement and (b) with respect to any Demand Underwritten Offering, a single counsel that is designated and appointed by one or more Notice Holders owning a majority of the Registrable Securities to be sold pursuant to such Demand Underwritten Offering (with written notice thereof to the Borrower by such Notice Holders), to serve as counsel for such Notice Holders in respect of such Demand Underwritten Offering; and (c) with respect to any Piggyback Underwritten Offering, a single counsel that is designated and appointed by one or more Notice Holders owning a majority of the Registrable Securities to be sold pursuant to such Piggyback Underwritten Offering (with written notice thereof to the Borrower by such Notice Holders), to serve as counsel for such Notice Holders in respect of such Piggyback Underwritten Offering.

“**Exchange Act**” means the Securities Exchange Act of 1934, as amended, and the rules and regulations of the SEC thereunder.

“**FINRA**” means the Financial Industry Regulatory Authority, Inc. or any successor organization performing similar functions.

“**Form F-1**” means Form F-1 under the Securities Act, or any successor form thereto.

“**Form F-3**” means Form F-3 under the Securities Act, or any successor form thereto.

“**Fundamental Change**” has the meaning set forth in the Terms and Conditions.

“**General Resale Registration Statement**” means each registration statement under the Securities Act that is filed pursuant to **Section 3** for the purposes set forth therein.

“**General Resale Registration Statement Documents**” means any General Resale Registration Statement, all pre- and post-effective amendments thereto, the related prospectus (including any preliminary prospectus), all supplements to such prospectus (including any

preliminary prospectus supplements), the documents incorporated by reference in any of the foregoing and each related “issuer free writing prospectus” (as defined in Rule 433 under the Securities Act).

“**General Resale Registration Statement Effectiveness Deadline Date**” means the date that is sixty (60) days after the Closing Date.

“**General Resale Registration Statement Effectiveness Period**” means the period that (a) begins on, and includes, the earlier of (i) the General Resale Registration Statement Effectiveness Deadline Date; and (ii) the first date the General Resale Registration Statement is effective under the Securities Act; and (b) ends on, and includes, the first date when no Registrable Securities are outstanding.

“**General Shelf Registration Statement**” has the meaning set forth in **Section 5(e)**.

“**Holder**” means, subject to **Section 13**, any Person that beneficially owns any Registrable Securities. For these purposes, a Person will be deemed to beneficially own any Registrable Securities issuable upon conversion of any other securities beneficially owned by such person.

“**Holder Indemnified Person**” mean each of the following Persons: (a) any Holder; (b) any Affiliate of any Holder; (c) any partner, director, officer, member, shareholder, employee, advisor or other representative of any Holder or its Affiliates; (d) each Person, if any, who controls any Holder within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act; and (e) each successor of the foregoing Persons.

“**Holder Information**” means, with respect to any Holder, any information furnished in writing by or on behalf of such Holder to the Borrower expressly for use in any Registration Statement Document (including information in any Notice and Questionnaire delivered by such Holder to the Borrower).

“**Indemnified Person**” means any Borrower Indemnified Person or Holder Indemnified Person.

“**Indemnifying Party**” has the meaning set forth in **Section 11(c)(i)**.

“**Initial Notice and Questionnaire Deadline Date**” means the date that is ten (10) calendar days before the first date that the relevant General Resale Registration Statement becomes effective under the Securities Act.

“**JAMS**” has the meaning set forth in **Section 14(e)**.

“**JAMS Rules**” has the meaning set forth in **Section 14(e)**.

“**Lender**” means that certain Lender party to that certain Loan Agreement and its Permitted Transferees (as defined in the Loan Agreement).

“**Loan Agreement**” means that certain loan agreement, dated _____ 2023 between the Borrower, as borrower thereunder and the Lender party thereto.

“**Loss**” means any loss, damage, expense, liability or claim (including reasonable costs of investigating or defending, and reasonable attorney’s fees and disbursements in connection with, the same).

“**Managing Underwriters**” means, with respect to any Demand Underwritten Offering or Piggyback Underwritten Offering, one or more registered broker-dealers that are designated in accordance with this Agreement to administer such offering.

“**Material Disclosure Defect**” has the following meaning with respect to any document: (a) if such document is of the type as to which the provisions of Section 11 of the Securities Act are applicable, that such document contains an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading; and (b) in all other cases, that such document includes an untrue statement of a material fact or omits to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

“**Maximum Successful Underwritten Offering Size**” means, with respect to any Demand Underwritten Offering or Piggyback Underwritten Offering, the maximum number of securities that may be sold in such offering without adversely affecting the success of such offering, as advised by the Managing Underwriters for such offering to the Borrower and the applicable Demand Underwritten Offering Majority Holders.

“**Non-Holder Securities**” means any securities of the Borrower, or of any Person other than any Holder, to be included in any Piggyback Underwritten Offering.

“**Notice and Questionnaire**” means a duly completed and executed Notice and Questionnaire substantially in the form set forth in **Exhibit A**.

“**Notice Holder**” means, subject to **Section 13**, a Holder that has delivered a Notice and Questionnaire to the Borrower.

“**Offering Launch Time**” means, with respect to a Demand Underwritten Offering or Piggyback Underwritten Offering, the earliest of (a) the first date a preliminary prospectus (or prospectus supplement) for such offering is filed with the SEC; (b) the first date such offering is publicly announced; and (c) the date a definitive agreement is entered into with the Managing Underwriters respect to the such offering.

“**Person**” or “**person**” means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government or other agency or political subdivision thereof. Any division or series of a limited liability company, limited partnership or trust will constitute a separate “person” under this Agreement.

“**Piggyback Registration Statement**” means each registration statement under the Securities Act that registers any Piggyback Underwritten Offering that includes any Registrable Securities pursuant to **Section 5**.

“**Piggyback Registration Statement Documents**” means any Piggyback Registration Statement, all pre- and post-effective amendments thereto, the related prospectus (including any preliminary prospectus), all supplements to such prospectus (including any preliminary prospectus supplements), the documents incorporated by reference in any of the foregoing and each related “issuer free writing prospectus” (as defined in Rule 433 under the Securities Act).

“**Piggyback Right**” has the meaning set forth in **Section 5(a)(ii)**.

“**Piggyback Underwritten Offering**” means a firmly underwritten public offering of the Common Shares that are registered under the Securities Act and pursuant to which the Borrower or other selling shareholders sell Common Shares to one or more underwriters for reoffering to the public for cash; *provided, however*, that the following will not constitute a Piggyback Underwritten Offering: (a) any Demand Underwritten Offering; and (b) any “at-the-market” offering pursuant to which Common Shares are sold from time to time into an existing market at prices then prevailing.

“**Piggyback Underwritten Offering Notice**” has the meaning set forth in **Section 5(a)(i)**.

“**Piggyback Underwritten Offering Notice Deadline Date**” means, with respect to any Piggyback Underwritten Offering, the fourth (4th) Business Days before the date of the Offering Launch Time for such Piggyback Underwritten Offering; *provided, however*, that if a new registration statement that is not an “automatic registration statement” (as defined in Rule 405 under the Securities Act) will be filed for such Piggyback Underwritten Offering, then the Piggyback Underwritten Offering Notice Deadline Date will instead be the fifth (5th) Business Days before the date such registration statement is initially filed with the SEC.

“**Proceeding**” has the meaning set forth in **Section 11(c)(i)**.

“**Registrable Securities**” means:

(a) the Common Shares or other securities issued or issuable (including following a Common Shares Change Event) upon conversion of the Loan; and

(b) any securities issued, distributed or otherwise delivered with respect to any security referred to in **clause (a)** above upon any share dividend, combination or split or other similar event or in connection with a Common Shares Change Event;

provided, however, that a security described in **clause (a)** or **(b)** above will cease to be a Registrable Security when such security ceases to be outstanding.

“**Registration Default Event**” means any event set forth in **Section 9** that gives rise to

the accrual of any Additional Interest pursuant to **Section 9**.

“**Registration Statement**” means any General Resale Registration Statement, Demand Underwriting Registration Statement or Piggyback Registration Statement.

“**Registration Statement Documents**” means any General Resale Registration Statement Documents, Demand Underwriting Registration Statement Documents or Piggyback Registration Statement Documents.

“**Relevant Stock Exchange**” means the principal securities exchange on which the Common Shares are listed; *provided, however*, that if the Common Shares are listed on a U.S. national securities exchange, then the Relevant Stock Exchange will be such U.S. national securities exchange. For the avoidance of doubt, the Relevant Stock Exchange as of the Closing Date is The Nasdaq Stock Market LLC.

“**Rule 144**” means Rule 144 under the Securities Act (or any successor rule thereto).

“**Rule 415**” means Rule under the Securities Act (or any successor rule thereto).

“**SEC**” means the U.S. Securities and Exchange Commission.

“**Securities Act**” means the Securities Act of 1933, as amended, and the rules and regulations of the SEC thereunder.

“**Specified Courts**” has the meaning set forth in **Section 14(e)**.

“**Take-Private Transaction**” has the meaning set forth in **Section 12(a)**.

“**Terms and Conditions**” means the Terms and Conditions establishing the rights and obligations of the Borrower under, and the terms and conditions of, the Loan, attached as **Exhibit A** to the Loan Agreement.

“**Un-Marketed Block Trade**” means a Demand Underwritten Offering in connection with which no director, officer or other employee of the Borrower participates in any live or pre-recorded “roadshow” or similar presentation

Section 2. RULES OF CONSTRUCTION. For purposes of this Agreement:

- (a) “or” is not exclusive;
- (b) “including” means “including without limitation”;
- (c) “will” expresses a command;
- (d) a merger involving, or a transfer of assets by, a limited liability company, limited

partnership or trust will be deemed to include any division of or by, or an allocation of assets to a series of, such limited liability company, limited partnership or trust, or any unwinding of any such division or allocation;

(e) words in the singular include the plural and in the plural include the singular, unless the context requires otherwise;

(f) “herein,” “hereof” and other words of similar import refer to this Agreement as a whole and not to any particular Section or other subdivision of this Agreement, unless the context requires otherwise;

(g) references to currency mean the lawful currency of the United States of America, unless the context requires otherwise; and

(h) the exhibits, schedules and other attachments to this Agreement are deemed to form part of this Agreement.

Section 3. GENERAL RE SALE REGISTRATION STATEMENT.

(a) *Filing and Effectiveness of General Resale Registration Statement.* Subject to **Section 6**, the Borrower will (i) prepare and file a General Resale Registration Statement with the SEC; and (ii) use its commercially reasonable efforts to cause such General Resale Registration Statement to (x) become effective under the Securities Act as soon as reasonably practicable, but will cause the same to occur in any event no later than the General Resale Registration Statement Effectiveness Deadline Date; and (y) remain continuously effective, and usable for the resale or other transfer of Registrable Securities, under the Securities Act throughout the General Resale Registration Statement Effectiveness Period.

(b) *Contents of and Requirements for General Resale Registration Statement.* The Borrower will cause the General Resale Registration Statement to satisfy the following requirements:

(i) *Registration for Continuous Resale by Holders Under Rule 415.* The General Resale Registration Statement will register, under the Securities Act, the offer and resale, from time to time on a continuous basis under Rule 415, of Registrable Securities by the Holders thereof as provided in **Sections 3(b)(ii)** and **3(c)**.

(ii) *Selling Securityholder Information.* When it first becomes effective under the Securities Act, the General Resale Registration Statement will cover resales of Registrable Securities of Notice Holders identified in all Notice and Questionnaires delivered to the Borrower on or before the Initial Notice and Questionnaire Deadline Date. Thereafter, the General Resale Registration Statement will cover resales of Registrable Securities of Notice Holders as provided in **Section 3(c)**. Each Holder as to which any General Resale Registration Statement is being effected agrees to furnish to the Borrower all information with respect to such Holder necessary to make the information previously furnished to the Borrower by such Holder not materially misleading. No Holder shall be permitted to include any of its Registrable Securities in

any General Resale Registration Statement pursuant to this Agreement unless and until it complies with the terms of this Section **3(b)(ii)**.

(iii) *Plan of Distribution.* The General Resale Registration Statement will provide for a plan of distribution in customary form (and reasonably satisfactory to the Holders) for resale registration statements of the type contemplated by this Agreement, including coverage for market transactions on a national securities exchange, privately negotiated transactions and transactions through broker-dealers acting as agent or principal. In addition, if the rules under the Securities Act then so permit, such plan of distribution will permit underwritten offerings (including “block” trades) through one or more registered broker-dealers acting as underwriters to be effected pursuant to one or more prospectus supplements that identify such underwriters (in addition to any other information that may then be required pursuant to the Securities Act); *provided, however*, that the Borrower will be under no obligation to effect any such underwritten offering pursuant to the General Resale Registration Statement except pursuant to **Section 4**.

(iv) *Form F-3.* If the resales contemplated by the General Resale Registration Statement are then eligible to be registered by the Borrower on Form F-3, then the General Resale Registration Statement will be on such Form F-3. If the Borrower is ineligible to use Form F-3, then the General Resale Registration Statement will be on Form F-1 or another form reasonably acceptable to the Holders. If Form F-3 is not available for registration of the Registrable Securities hereunder, the Borrower shall undertake to register the resale of the Registrable Securities on Form S-3 as soon as such form is available, *provided* that the Borrower shall maintain the effectiveness of all Registration Statements then in effect until such time as a General Resale Registration Statement on Form S-3 covering the resale of all the Registrable Securities has been declared effective by the SEC and the prospectus contained therein is available for use. If the General Resale Registration Statement ceases to be effective under the Securities Act for any reason at any time while Registrable Securities are still outstanding, the Borrower shall use its commercially reasonable efforts to as promptly as is reasonably practicable cause such General Resale Registration Statement again become effective under the Securities Act, or a new General Resale Registration Statement to be filed and declared effective.

(c) *Obligation to Make Filings to Name Additional Notice Holders.* If any Holder delivers a Notice and Questionnaire to the Borrower after the Initial Notice and Questionnaire Deadline Date, then, subject to **Section 6** and the other provisions of this **Section 3(c)**, the Borrower will make such filing(s) with the SEC (including, if applicable, (w) a post-effective amendment, (x) a prospectus supplement, (y) any document that will be incorporated by reference in the General Resale Registration Statement upon its filing or (z) a new General Resale Registration Statement, *provided* that the Borrower will effect such filing by means of a prospectus supplement or a document referred to in the preceding **clause (y)** instead of a post-effective amendment or a new Resale Registration Statement, if reasonably practicable and then permitted by the rules of the SEC) so as to enable such Holder to sell or otherwise transfer such Holder’s Registrable Securities identified in such Notice and Questionnaire pursuant to the applicable General Resale Registration Statement and the related prospectus and, if applicable, prospectus supplement in accordance with the plan of distribution set forth therein. Subject to the

next sentence, the Borrower will make such filing(s) as follows: (i) within sixty (60) calendar days after the date of such delivery (or, if such Notice and Questionnaire is delivered before the initial effective date of the General Resale Registration Statement or during a Blackout Period, such effective date or the last day of such Blackout Period, respectively), if a new General Resale Registration Statement is required (and the Borrower will use commercially reasonable efforts to cause such new General Resale Registration Statement to become effective under the Securities Act as soon as reasonably practicable); and (ii) in all other cases, within fifteen (15) calendar days after the date of such delivery (or, if such Notice and Questionnaire is delivered before the initial effective date of the General Resale Registration Statement or during a Blackout Period, such effective date or the last day of such Blackout Period, respectively). Notwithstanding anything to the contrary in this **Section 3(c)**, the Borrower will in no event be required pursuant to this **Section 3(c)** to file more than one (1) new General Resale Registration Statement within any twelve (12) month period or more than one (1) other filing in any six (6) month period.

(d) *Filing of New General Resale Registration Statement; Designation of Existing Registration Statement.* To the extent the Borrower deems doing so to be desirable or necessary to satisfy its obligations under this Agreement or to comply with applicable law (including, if applicable, to comply with Rule 415(a)(5)), the Borrower may file one or more new General Resale Registration Statements or designate an existing registration statement of the Borrower to constitute a General Resale Registration Statement for purposes of this Agreement, *provided* that each such new General Resale Registration Statement or existing registration statement satisfies the requirements of this Agreement. Each reference in this Agreement to the General Resale Registration Statement will, if applicable, be deemed to include each such new General Resale Registration Statement or existing registration statement, if any, *mutatis mutandis*. In addition, the first date any such existing registration statement is amended or supplemented to permit the offer and resale of Registrable Securities in the manner contemplated by this Agreement will be deemed, for purposes of **Sections 7(b)** and **7(e)** and any related definitions, to be the initial filing date of such existing registration statement, and the first date such amended or supplemented existing registration statement is effective under the Securities Act and permits such the offers and resales will be deemed, for purposes of **Sections 3(b)(ii)**, **3(c)** and **7(e)** and any related definitions, to be the initial effective date of such existing registration statement.

(e) *Where SEC Rules Do Not Require Naming Selling Securityholders.* Notwithstanding anything to the contrary in this **Section 3**, if the applicable rules under the Securities Act, or interpretations thereof published by the staff of the SEC, are amended so as to permit Holders to resell their Registrable Securities pursuant to the General Resale Registration Statement without being named as a selling securityholder therein or in any related prospectus or prospectus supplement, then the Borrower may, at its election, amend any applicable General Resale Registration Statement Documents to identify the Holders generically in accordance with such rules and interpretations, in which event the Borrower will no longer have any obligation thereafter make any filings pursuant to **Section 3(c)** to the extent such filings are not necessary to permit any Holder to sell its Registrable Securities pursuant to the General Resale Registration Statement.

Section 4. DEMAND UNDERWRITING REGISTRATION RIGHTS.

(a) *Right to Demand Underwriting Registrations.* Subject to the other provisions of

this **Section 4**, Holders will have the right, exercisable by written notice satisfying the requirements of **Section 4(b)** (a “**Demand Registration Notice**”) to the Borrower by any one or more Notice Holders whose aggregate As-Converted Registrable Security Ownership Percentage exceeds twenty-five percent (25%) (such Notice Holders, the “**Demanding Notice Holders**”), to require the Borrower to register, under the Securities Act, a firmly underwritten public offering (a “**Demand Underwritten Offering**”) of Registrable Securities in accordance with this **Section 4**; *provided, however*, that:

(i) no Demand Registration Notice may be delivered, or will be effective, unless, at the time it is delivered, the Borrower has an effective registration statement on Form F-3 (or, if Form F-3 is not available, any other form described in **Section 3(b)(iv)**) on file with the SEC (including, if applicable, the General Resale Registration Statement) that is available and permitted to be used to register the applicable Demand Underwritten Offering by means of one or more prospectus supplements to such registration statement;

(ii) no Demand Registration Notice may be delivered, or will be effective, if:

(1) a prior Demand Underwritten Offering is pending or in process, and is not completed or withdrawn, at the time such Demand Registration Notice is delivered;

(2) either (A) if such Demand Registration Notice requests a Demand Underwritten Offering that is not an Un-Marketed Block Trade, the aggregate number of prior Demand Underwritten Offerings (other than Un-Marketed Block Trades) that have been completed or withdrawn is two (2) or more; or (B) if such Demand Registration Notice requests a Demand Underwritten Offering that is an Un-Marketed Block Trade, the aggregate number of prior Demand Underwritten Offerings that are Un-Marketed Block Trades and have been completed or withdrawn is two (2) or more; *provided, however*, that solely for purposes of this **clause (2)**, a Demand Underwritten Offering will not count as being “withdrawn” unless it is withdrawn after its Offering Launch Time;

(3) it is delivered during a Blackout Period; or

(4) the aggregate market value of the Registrable Securities of such Notice Holder(s) to be included in the requested Demand Underwritten Offering is less than ten million dollars (\$10,000,000) or such lesser amount that constitutes all of the Demanding Notice Holder’s Registrable Securities.

(b) *Contents of Demand Registration Notice.* Each Demand Registration Notice sent by any Demanding Notice Holder(s) must state the following:

(i) the name of, and contact information for, each such Demanding Notice Holder(s) and the number of the Registrable Securities that are outstanding and were issued upon conversion of the Loan that was issued pursuant to the Loan Agreement;

(ii) the desired date of the Offering Launch Time for the requested Demand

Underwritten Offering, which desired date cannot (without the Borrower's consent, which will not be unreasonably withheld or delayed) be earlier than ten (10) Business Days after the date such Demand Registration Notice is delivered to the Borrower;

- (iii) the number of Registrable Securities that are proposed to be sold by each such Demanding Notice Holder; and
- (iv) if the intended method of disposition is an Un-Marketed Block Trade.

(c) *Participation by Persons Other Than the Demanding Notice Holder(s).* If the Borrower receives a Demand Registration Notice sent by one or more Demanding Notice Holders, then:

(i) the Borrower will, within three (3) (or, in the case of an Un-Marketed Block Trade, two (2)) Business Days, send a copy of such Demand Registration Notice to each Notice Holder other than such Demanding Notice Holders; and

(ii) subject to **Section 4(f)**, the Borrower will use its commercially reasonable efforts to include, in the related Demand Underwritten Offering, (1) Registrable Securities of any such Notice Holder that has requested such Registrable Securities to be included in such Demand Underwritten Offering pursuant to a joinder notice that complies with the next sentence and (2) the securities of any other person entitled to request the inclusion of Common Shares in such Demand Underwritten Offering.

To include any of its Registrable Securities in such Demand Underwritten Offering, a Notice Holder must deliver to the Borrower, no later than the fifth (5th) Business Day (or, in the case of an Un-Marketed Block Trade, the Business Day after the date on which Borrower sent a copy of such Demand Registration Notice pursuant to **subsection (i)** above, a written instrument, executed by such Notice Holder, joining in such Demand Registration Notice, which instrument contains the information set forth in **Section 4(b)(iii)** with respect to such Notice Holder.

(d) *Certain Procedures Relating to Demand Underwritten Offerings.*

(i) *Obligations and Rights of the Borrower.* Subject to the other terms of this Agreement, upon its receipt of a Demand Registration Notice, the Borrower will (1) designate a Demand Registration Statement, in accordance with the definition of such term and this **Section 4**, for the related Demand Underwritten Offering; and (2) use commercially reasonable efforts to effect such Demand Underwritten Offering in accordance with the requests set forth in such Demand Registration Notice or the requests of the Notice Holders whose Registrable Securities are included in such Demand Underwritten Offering (the "**Demand Underwritten Offering Majority Holders**"), and cooperate in good faith with such Notice Holders in connection therewith. Notwithstanding anything to the contrary in this Agreement, the Borrower will not be obligated to effect, or take any actions in respect of, any Demand Underwritten Offering (i) during a Blackout Period, (ii) after the Borrower has already effected two (2) Demand Underwritten Offerings pursuant to this Agreement, (iii) after the Borrower has already effected two (2) Un-Marketed Block Trades or (iv) at any time when the securities

proposed to be sold pursuant to such Demand Underwritten Offering are subject to any lock-up agreement (including pursuant to a prior Demand Underwritten Offering) that has not been waived or released. The Borrower will be entitled to rely on the authority of the Demand Underwritten Offering Majority Holders of any Demand Underwritten Offering to act on behalf of all Holders that have requested any securities to be included in or at any time when the securities proposed to be sold pursuant to such Demand Underwritten Offering.

(ii) *Designation of the Underwriting Syndicate.* The Managing Underwriters, and any other underwriter, for any Demand Underwritten Offering will be selected by the applicable Demand Underwritten Offering Majority Holders with the approval of the Borrower (which will not be unreasonably withheld or delayed).

(iii) *Authority of the Demand Underwriting Offering Majority Holders to Control Offering Procedures, Timing and Related Matters.* Notwithstanding anything to the contrary in this Agreement, the applicable Demand Underwritten Majority Holders will have the following rights with respect to each Demand Underwritten Offering:

(1) in consultation with the Managing Underwriters for such Demand Underwritten Offering, to determine the Offering Launch Time and timing for such Demand Underwritten Offering, which date must comply with the limitations set forth in **Section 4(b)(ii)**;

(2) to determine the structure of the offering, provided such structure is reasonable and customary;

(3) to negotiate any related underwriting agreement and its terms, including the amount of securities to be sold by the applicable Holders pursuant thereto and the offering price of, and underwriting discount for, such securities; *provided, however*, that the Borrower will have the right to negotiate in good faith all of their respective representations, warranties and covenants, and indemnification and contribution obligations, set forth in any such underwriting agreement.

(e) *Conditions Precedent to Inclusion of a Notice Holder's Registrable Securities.* Notwithstanding anything to the contrary in this **Section 4**, the right of any Notice Holder to include any of its Registrable Securities in any Demand Underwritten Offering will be subject to the following conditions:

(i) the execution and delivery, by such Notice Holder or its duly authorized representative or power of attorney, of any related underwriting agreement and such other agreements or instruments (including customary "lock-up" agreements, custody agreements and powers of attorney), if any, as may be reasonably requested by the Managing Underwriters for such Demand Underwritten Offering (and, if reasonably required, medallion-guaranteed); and

(ii) the provision, by such Notice Holder no later than the Business Day immediately after the request therefor, of any information reasonably requested by the

Borrower or such Managing Underwriters in connection with such Demand Underwritten Offering.

(f) *Priority of Securities in Demand Underwritten Offerings.* If the total number of securities requested to be included in a Demand Underwritten Offering pursuant to this **Section 4** exceeds the Maximum Successful Underwritten Offering Size for such Demand Underwritten Offering, then:

(i) the number of securities to be included in such Demand Underwritten Offering will be reduced to an amount that does not exceed such Maximum Successful Underwritten Offering Size; and

(ii) to effect such reduction,

(1) the number of Non-Holder Securities included in such Demand Underwritten Offering will be reduced, *provided* that Borrower shall have the right to allocate such reduction of the Non-Holder Securities requested to be included in such Demand Underwritten Offering in its sole discretion; and

(2) if, after excluding all Non-Holder Securities from such Demand Underwritten Offering, the number of Registrable Securities of Notice Holders that have duly requested such Registrable Securities to be included in such Demand Underwritten Offering in accordance with this **Section 4** exceeds such Maximum Successful Underwritten Offering Size, then number of Registrable Securities to be included in such Demand Underwritten Offering will be allocated pro rata based on the total number of Registrable Securities so requested by each such Notice Holder to be included in such Demand Underwritten Offering.

(g) *Covenant Regarding Piggyback Rights with Respect to Demand Underwritten Offering.* The Borrower will not grant any Person (other than a Holder or Notice Holder) the right to include any securities of such Person in any Demand Underwritten Offering.

Section 5. PIGGYBACK REGISTRATION RIGHTS.

(a) *Notice of Piggyback Underwritten Offering and Right to Participate Therein.* Subject to the other provisions of this **Section 5**, if the Borrower proposes to engage in a Piggyback Underwritten Offering, then:

(i) no later than the Piggyback Underwritten Offering Notice Deadline Date for such Piggyback Underwritten Offering, the Borrower will send to each Notice Holder written notice (the “**Piggyback Underwritten Offering Notice**”) of such Piggyback Underwritten Offering setting forth the anticipated Offering Launch Time for the related Piggyback Underwritten Offering and the deadline (determined as provided in **subsection (ii)** below) by which the related Piggyback Right may be exercised; and

(ii) each Notice Holder will have the right (the “**Piggyback Right**”) to include all or any portion of its Registrable Securities in such Piggyback Underwritten Offering.

on the same financial terms and conditions as apply to the Borrower, which right is exercisable by delivering, no later than ten (10) Business Days after the date the Borrower sends such Piggyback Underwritten Offering Notice pursuant to **subsection (i)** above, written notice to the Borrower setting forth (1) the name of, and contact information for, such Notice Holder; and (2) the number of such Notice Holder's Registrable Securities that such Notice Holder requests to be included in such Piggyback Underwritten Offering.

(b) *Certain Procedures Relating to Piggyback Underwritten Offerings.*

(i) *Obligations of the Borrower.* Subject to the other terms of this Agreement, upon exercise of any Piggyback Rights to include any Notice Holder's Registrable Securities in a Piggyback Underwritten Offering, the Borrower will use commercially reasonable efforts to include such Registrable Securities in such Piggyback Underwritten Offering and will cooperate in good faith with such Notice Holder in connection therewith.

(ii) *Designation of the Underwriting Syndicate.* The Managing Underwriters, and any other underwriter, for any Piggyback Underwritten Offering will be selected by the Borrower in its sole discretion *provided, however*, that the Managing Underwriters must be investment banking firms nationally recognized in the United States.

(iii) *Right of the Borrower to Control Offering Procedures, Timing and Related Matters.* Notwithstanding anything to the contrary in this Agreement, the Borrower will have the following rights with respect to each Piggyback Underwritten Offering:

(1) to determine the Offering Launch Time and timing for such Piggyback Underwritten Offering;

(2) to determine the structure of the offering, provided such structure is reasonable and customary;

(3) to negotiate any related underwriting agreement and its terms, including the amount of securities to be sold by the Borrower or persons other than Notice Holders pursuant thereto and the offering price of, and underwriting discount for, such securities; *provided, however*, that the Notice Holders whose Registrable Securities are included in such Piggyback Underwritten Offering will have the right to negotiate in good faith all of their respective representations, warranties and covenants, and indemnification and contribution obligations, set forth in any such underwriting agreement; and

(4) to terminate such Piggyback Underwritten Offering in its sole discretion, provided that the Borrower will provide notice of any such termination to all Notice Holders whose Registrable Securities were to be included in such Piggyback Underwritten Offering.

(c) *Conditions Precedent to Inclusion of a Notice Holder's Registrable Securities.*

Notwithstanding anything to the contrary in this **Section 5**, the right of any Notice Holder to include any of its Registrable Securities in any Piggyback Underwritten Offering upon exercise of the Piggyback Rights therefor will be subject to the followings conditions:

(i) the execution and delivery, by such Notice Holder or it is duly authorized representative or power of attorney, of any related underwriting agreement and such other agreements or instruments (including customary “lock-up” agreements, custody agreements and powers of attorney), if any, as may be reasonably requested by the Managing Underwriters for such Piggyback Underwritten Offering (and, if reasonably required, medallion-guaranteed); and

(ii) the provision, by such Notice Holder no later than the Business Day immediately after the request therefor, of any information reasonably requested by the Borrower or such Managing Underwriters in connection with such Piggyback Underwritten Offering.

(d) *Priority of Securities in Piggyback Underwritten Offerings.* If the total number of securities proposed to be included in a Piggyback Underwritten Offering pursuant to this **Section 5** exceeds the Maximum Successful Underwritten Offering Size for such Piggyback Underwritten Offering, then:

(i) the number of securities to be included in such Piggyback Underwritten Offering will be reduced to an amount that does not exceed such Maximum Successful Underwritten Offering Size; and

(ii) to effect such reduction,

(1) (A) the number of Registrable Securities of Notice Holders that have duly requested such Registrable Securities to be included in such Piggyback Underwritten Offering in accordance with this **Section 5** will be reduced; and (B) the amount of such Registrable Securities, if any, that will be included in such Piggyback Underwritten Offering after giving effect to such reduction pursuant to **clause (A)** will be allocated pro rata based on the total number of Registrable Securities so requested by each such Notice Holder to be included in such Piggyback Underwritten Offering; and

(2) if, after excluding all Registrable Securities from such Piggyback Underwritten Offering, the number of securities to be included in such Piggyback Underwritten Offering exceeds such Maximum Successful Underwritten Offering Size, then the number of the number of Non-Holder Securities included in such Piggyback Underwritten Offering will be reduced.

(e) *Filing of General Shelf Registration Statements.* If, at any time when any Piggyback Rights then exist and have not lapsed in accordance with **Section 12**, the Borrower files a registration statement under the Securities Act on Form S-3 (or, if Form S-3 is not available, any other form described in **Section 3(b)(iv)**) or other offering statement (a “General Shelf Registration Statement”) relating to an offering for the Borrower’s own account (or the account of others) that contemplates registering any of the Borrower’s equity or equity-linked

securities or their then equivalents relating to equity or equity-linked securities to be issued solely in connection with any acquisition of any entity or business (or a business combination subject to Rule 145 under the Securities Act) or equity or equity-linked securities issuable in connection with the Borrower's share option or other employee benefit plans), or a dividend reinvestment or similar plan or rights offering, then the Borrower will include, in such General Shelf Registration Statement, such statements or disclosures, if any, that would be necessary to be included therein at the time of its effectiveness under the Securities Act to permit offers and sales of Registrable Securities by Notice Holders to be made pursuant to such General Shelf Registration Statement in accordance with this **Section 5** if Piggyback Rights with respect thereto were exercised; provided, however, that this **Section 5(e)** will not apply:

(i) at any time when the General Resale Registration Statement (or any other registration statement of the Borrower that would then permit offers and sales of Registrable Securities as described above) is effective under the Securities Act, and a common prospectus or prospectus supplement is eligible to be used pursuant to Rule 429 under the Securities Act (or any successor rule) with the General Resale Registration Statement (or such other registration statement) and the General Shelf Registration Statement in manner that would permit offers and sales of Registrable Securities as described above; or

(ii) offers and sales of Registrable Securities as described above would be permitted to be made by a prospectus supplement, to the prospectus included in such General Shelf Registration Statement, filed in accordance with Rule 430B under the Securities Act, without the need to include any additional statements or disclosures in such General Shelf Registration Statement at the time of its effectiveness.

(f) *Notice of General Shelf Registration Statements and Right to Participate Therein.* Subject to the other provisions of this **Section 5**, if the Borrower proposes to file a General Shelf Registration Statement, then each Notice Holder will have the Piggyback Right to include all or any portion of its Registrable Securities in such General Shelf Registration Statement, which right is exercisable by delivering, no later than ten (10) Business Days after the date the Borrower sends written notice of such General Shelf Registration Statement, written notice to the Borrower setting forth (1) the name of, and contact information for, such Notice Holder; and (2) the number of such Notice Holder's Registrable Securities that such Notice Holder requests to be included in such General Shelf Registration Statement. The Borrower will use commercially reasonable efforts to include such Registrable Securities in such General Shelf Registration Statement and will cooperate in good faith with such Notice Holder in connection therewith.

Section 6. BLACKOUT PERIODS.

(a) *Generally.* Notwithstanding anything to the contrary in this Agreement, but subject to **Section 6(b)**, if there occurs or exists any pending corporate development, filing with the SEC or any other event, in each case that, in the Borrower's reasonable judgment, makes it appropriate to suspend the availability of any Registration Statement or any pending or potential Demand Underwritten Offering, then:

(i) the Borrower will send notice (a "**Blackout Commencement Notice**") to

each Notice Holder of such suspension (without setting forth any material non-public information);

(ii) the Borrower's obligations under **Section 3** or otherwise with respect to the General Resale Registration Statement, under **Section 4** or otherwise with respect to any Demand Registration Notice or under **Section 5** with respect to any Piggyback Underwritten Offering, in each case will be suspended until the related Blackout Period has terminated;

(iii) upon its receipt of such Blackout Commencement Notice, each Holder agrees to comply with its obligations set forth in **Section 10(c)**;

(iv) the Borrower shall not engage in any sales of any securities of the Borrower for the duration of the Blackout Period; and

(v) upon the Borrower's determination that such suspension is no longer needed or appropriate, the Borrower will send notice (a "**Blackout Termination Notice**," and the period from, and including, the date the Borrower sends such Blackout Commencement Notice to, and including, the date the Borrower sends such Blackout Termination Notice, a "**Blackout Period**") to each Notice Holder of the termination of such suspension (without setting forth any material non-public information).

(b) *Limitation on Blackout Periods.* No single Blackout Period can extend beyond ninety (90) consecutive calendar days, and the total number calendar days in all Blackout Periods cannot exceed an aggregate of one hundred twenty (120) calendar days (whether or not consecutive) in any period of twelve (12) full calendar months.

(c) *[Reserved]*.

Section 7. CERTAIN REGISTRATION AND RELATED PROCEDURES.

(a) *Compliance with Registration Obligations and Securities Act; SEC Staff Comments.* Subject to **Section 6**, the Borrower will use its commercially reasonable efforts to make such filings with the SEC as may be necessary to comply with its obligations under **Section 3**, **Section 4** and **Section 5** and to cause each Registration Statement to comply with the Securities Act and other applicable law, including, if applicable, the filing of any Registration Statement Documents to comply with Section 10(a)(3) of the Securities Act and Rule 3-12 of Regulation S-X under the Securities Act, to amend such Registration Statement to cause the same to be on a form for which the Borrower and the transactions contemplated thereby are eligible, and to address any comments received from the staff of the SEC. The Borrower will otherwise use its commercially reasonable efforts to comply with the Securities Act and other applicable law in the discharge of its obligations under **Section 3**, **Section 4** and **Section 5**.

(b) *Opportunity for Review.* The Borrower will provide the Lender and each Notice Holder with a reasonable opportunity to comment on draft copies of the initial filing of the General Resale Registration Statement, each pre-effective and post-effective amendment thereto,

and each related prospectus supplement, at least five (5) Business Days before the same is filed with the SEC, and the Borrower will use its commercially reasonable efforts to give effect to the comments timely received by the Borrower from the Lender or such Notice Holders; *provided, however*, that no such opportunity to comment will be provided in the case of a prospectus supplement that solely supplements or amends selling securityholder information and is filed pursuant to Rule 424(b)(7) under the Securities Act (or any successor rule). Each Notice Holder whose Registrable Securities are to be sold pursuant to a Demand Registration Statement in accordance with **Section 4** or a Piggyback Registration Statement in accordance with **Section 5** will be afforded the same rights set forth in this **Section 7(b)** with respect to any prospectus supplement or other Registration Statement Document relating such Registration Statement, which prospectus supplement or other Registration Statement Document names such Notice Holder.

(c) *Blue Sky Qualification.* The Borrower will use its commercially reasonable efforts to register or qualify the offer and sale of Registrable Securities in the manner contemplated by the General Resale Registration Statement (or any other applicable Registration Statement, to the extent any are to be sold pursuant thereto in accordance with **Section 4** or **Section 5**, as applicable) under the securities or “blue sky” laws of those jurisdictions within the United States as the Notice Holders or the Managing Underwriters, as applicable, may reasonably request in writing and to maintain such qualification, once obtained, during the General Resale Registration Statement Effectiveness Period (in the case of the General Resale Registration Statement) or until the completion of the offering contemplated thereby (in the case of any other Registration Statement), the Borrower will use its commercially reasonable efforts to cooperate with such Notice Holders or the Managing Underwriters, as applicable, in connection with the same, except, in each case, to the extent such qualification is not required in connection with such offer and sale (including as a result of preemption by federal law pursuant to Section 18 of the Securities Act (or any successor provision)); *provided, however*, that the Borrower will not be required to qualify generally to do business in any jurisdiction where it is not then so qualified.

(d) *Prevention and Lifting of Suspension Orders.* The Borrower will use its commercially reasonable efforts to prevent the issuance (or, if issued, to obtain the withdrawal as promptly as practicable) of any order suspending the effectiveness of the General Resale Registration Statement (or any other Registration Statement, to the extent any are to be sold pursuant thereto in accordance with **Section 4** or **Section 5**, as applicable) under the Securities Act or suspending any qualification referred to in **Section 7(c)**.

(e) *Notices of Certain Events.* The Borrower will provide notice of the following events to the Lender and to each Notice Holder as soon as reasonably practicable:

- (i) the filing with the SEC of the General Resale Registration Statement, any pre- or post-effective amendment thereto or any related prospectus, prospectus supplement or “issuer free writing prospectus” (as defined in Rule 433 under the Securities Act);
- (ii) the effectiveness under the Securities Act, of the General Resale Registration Statement or any amendment thereto;
- (iii) the receipt, by the Borrower, of any request by the staff of the SEC or any

other governmental authority for any amendment or supplement to the General Resale Registration Statement;

(iv) the issuance, by the SEC or any other governmental authority, of any stop order suspending the effectiveness of the General Resale Registration Statement or the receipt, by the Borrower, of any notice that proceedings for such purpose have been initiated or threatened;

(v) the receipt, by the Borrower, of any notice (x) of the suspension of the qualification or exemption from qualification of the offer and sale of the Registrable Securities in any jurisdiction; or (y) that proceedings for such purpose have been initiated or threatened;

(vi) the withdrawal or lifting of any suspension referred to in **clause (iv)** or **(v)** above; and

(vii) that the Borrower has determined that the use of the General Resale Registration Statement must be suspended (which notice may, at the Borrower's discretion, state that it constitutes a Blackout Commencement Notice), including as a result of the occurrence of any event that causes any of the General Resale Registration Statement Documents to have a Material Disclosure Defect or to cease to comply with applicable law;

provided, however, that (x) the Borrower need not provide any such notice during a Blackout Period; and (y) in no event will this **Section 7(e)** require the Borrower to, and in no event will the Borrower, provide any information that it in good faith determines would constitute material non-public information. In addition, during the pendency of any Demand Underwritten Offering pursuant to **Section 4** or any Piggyback Underwritten Offering pursuant to **Section 5**, but other than during a Blackout Period, the Borrower will provide notice of each Notice Holder whose Registrable Securities are to be sold in such offering pursuant to the related Demand Underwriting Registration Statement or Piggyback Registration Statement, as applicable, which such Notice Holders will be afforded the same notice set forth in clauses (i) through (vii), inclusive, of this **Section 7(e)** relating to such Registration Statement.

(f) *Remediation of Material Disclosure Defects.* Subject to **Section 6**, the Borrower will, as promptly as practicable after determining that any Registration Statement Document contains a Material Disclosure Defect, prepare and file with the SEC (and, if applicable, use its commercially reasonable efforts to cause the same to become effective under the Securities Act as promptly as practicable) such appropriate additional Registration Statement Document(s) so as to cause the applicable Registration Statement Document(s) to thereafter not contain any Material Disclosure Defect.

(g) *Listing of Registrable Securities.* The Borrower will cause the Registrable Securities to be listed for trading on each U.S. national securities exchange, if any, on which securities of the same class of the Borrower are then so listed. To the extent the Common Shares of the Company cease to be listed on the Relevant Stock Exchange, the Company will use its

best efforts to take all actions reasonably necessary to re-list on the Relevant Stock Exchange, except in the event of a Take-Private Transaction (as defined herein).

(h) *Provision of Copies of the Prospectus.* At its expense, the Borrower will provide, to Notice Holders and the Managing Underwriters, if any, such number of copies of the prospectus relating to the applicable Registration Statement or any related prospectus supplement or “issuer free writing prospectus” (as defined in Rule 433 under the Securities Act) as such Notice Holders or Managing Underwriters, as applicable, may reasonably request in writing; *provided, however*, that the Borrower need not provide any document pursuant to this **Section 7(h)** that is publicly available on the SEC’s EDGAR system (or any successor thereto).

(i) *Holders Cannot Be Named as Underwriters Without Consent.* The Borrower will not expressly name or identify any Holder as an “underwriter” in any Registration Statement Document without such Holder’s prior written consent (including consent provided in a Notice and Questionnaire); *provided, however*, that nothing in this **Section 7(i)** will require the consent of any Holder in connection with the inclusion in any Registration Statement Document of customary language, without naming any Holder, that selling securityholders may in certain circumstances be considered to be underwriters under federal securities laws.

(j) *Due Diligence Matters.* Upon reasonable notice and written request, and at reasonable times during normal business hours, the Borrower will make available for inspection by a representative of each Notice Holder, and the Managing Underwriters, if any, and any attorneys or accountants retained by such Notice Holder or Managing Underwriters, as applicable, customary due diligence information.

(k) *Earnings Statement.* The Borrower will use its commercially reasonable efforts to comply with its reporting obligations under Section 13(a) or 15(d) of the Exchange Act in such manner, as contemplated under Rule 158 under the Securities Act, so as to make generally available to its securityholders an earnings statement covering the twelve (12) month period referred to in Section 11(a) of the Securities Act, as it relates to each applicable Registration Statement, in the manner contemplated by, and otherwise in compliance with, such Section 11(a).

(l) *Settlement of Transfers and De-Legending.* The Borrower will use its commercially reasonable efforts to cause its transfer agent (or any other securities custodian for any Registrable Securities) to cooperate in connection with the settlement of any transfer of Registrable Securities pursuant to any Registration Statement, including through the applicable Depository, *provided* that any related documentation, if reasonably required, be medallion-guaranteed. If any such Registrable Securities so transferred are represented by a certificate bearing a legend referring to transfer restrictions under the Securities Act, then the Borrower will, if appropriate, cause such Registrable Securities to be reissued in the form of one or more certificates not bearing such a legend.

(m) *Certain Covenants Relating to Underwritten Offerings.* The following covenants will apply, in each case to the extent applicable, in connection with any Piggyback Underwritten Offering that includes any Registrable Securities, or any Demand Underwritten Offering:

(i) *Underwriting Agreement and Related Matters.* The Borrower will (1) subject to Section 4(d)(iii)(3) and Section 5(b)(iii)(3), execute and deliver any customary underwriting agreement or other agreement or instrument reasonably requested in writing by the Managing Underwriters for such offering; (2) use commercially reasonable efforts to cause such customary legal opinions, comfort letters, “lock-up” agreements and officers’ certificates to be delivered in connection therewith; and (3) cooperate in good faith with such Managing Underwriters in connection with the disposition of Registrable Securities pursuant to such offering.

(ii) *Marketing and Roadshow Matters.* The Borrower will cooperate in good faith with the Managing Underwriters for such offering in connection with any marketing activities relating to such offering.

(iii) *FINRA Matters.* The Borrower will cooperate and assist in any filings required to be made with the Financial Industry Regulatory Authority, Inc. in connection with such offering.

Section 8. EXPENSES. All Borrower Registration Expenses will be borne by Borrower. All fees and expenses that are incurred by any Holder in connection with this Agreement, and that are not Borrower Registration Expenses, will be borne by such Holder.

Section 9. ACCRUAL OF ADDITIONAL INTEREST DURING REGISTRATION DEFAULT EVENTS.

(a) *Generally.* Subject to **Section 9(b)**, Additional Interest will accrue, as provided in **Section 9(c)**,

(1) on all of the outstanding Registrable Securities for each day during the General Resale Registration Statement Effectiveness Period on which the General Resale Registration Statement is not on file with the SEC, effective under the Securities Act or usable for the resale or other transfer of Registrable Securities in the manner required by **Section 3(a)**;

(2) on each outstanding Registrable Security (and only such Registrable Security) for each day on which the resale of such Registrable Security, is required by **Section 3(b)(ii)** to be, but is not, covered by the General Resale Registration Statement; and

(3) on any outstanding Registrable Security (and only such Registrable for each day after the deadline, set forth in **Section 3(c)**, by which a filing is required by **Section 3(c)** to be made, but has not yet been made, with respect to such Registrable Security in accordance therewith.

(b) *No Accrual of Registration Default Fee During any Blackout Period, Etc.* Notwithstanding anything to the contrary in this **Section 9**, (i) no Registration Default Event will occur on any day (i) during any Blackout Period that does not exceed the limitations set forth in **Section 6(b)**; (ii) after the Registration Statement Effectiveness Period; or (iii) from and after the

time the Borrower's obligations under this Agreement with respect to the General Resale Registration Statement have terminated pursuant to **Section 12**.

(c) *Accrual and Payment of Additional Interest.* Any Additional Interest that accrues on the Loan pursuant to **Section 9(a)** will accrue and be payable in the manner, and at the rates, set forth in Section 3.06 of the Terms and Conditions.

Section 10. CERTAIN AGREEMENTS AND REPRESENTATIONS OF THE HOLDERS.

(a) *Provision of Information.* Notwithstanding anything to the contrary in this Agreement, no Holder will be entitled to any benefits under this Agreement until it has executed and delivered a Notice and Questionnaire to the Borrower. Each Holder represents that the information included in any such Notice and Questionnaire is accurate in all material respects and covenants, during the term of this Agreement, to promptly provide notice to the Borrower if any such information thereafter ceases to be accurate in all material respects. Each Holder authorizes the Borrower to assume the accuracy and completeness of all information contained in the most recent Notice and Questionnaire executed and delivered by such Holder. Each Holder will (i) provide, as soon as reasonably practicable, such other information as the Borrower may reasonably request in connection with the performance of the Borrower's obligations under this Agreement; and (ii) promptly notify the Borrower upon becoming aware that any information relating to such Holder and included in any Registration Statement Document contains a Material Disclosure Defect.

(b) *Use of Offering Materials.* Each Holder agrees that, without the prior written consent of the Borrower, it will not offer or sell any Registrable Securities by means of any written communication other than the latest prospectus or prospectus supplement provided to such Holder by the Borrower (or on file on SEC's EDGAR system (or any successor thereto)) relating to the applicable Registration Statement, and any related "issuer free writing prospectus" (as defined in Rule 433 under the Securities Act) authorized for such use by the Borrower.

(c) *Covenants Relating to Blackout Periods.* Each Holder agrees that, upon its receipt of a Blackout Commencement Notice, such Holder will not effect any sale or other transfer of Registrable Securities pursuant to any Registration Statement, and will not distribute any Registration Statement Document, until such Holder has received a subsequent Blackout Termination Notice.

Section 11. INDEMNIFICATION AND CONTRIBUTION.

(a) *Indemnification by the Borrower.* The Borrower will indemnify, defend and hold harmless each Holder Indemnified Person from and against (and will reimburse such Holder Indemnified Person, as incurred, for) any Losses that, jointly or severally, such Holder Indemnified Person may incur under the Securities Act, the Exchange Act, the common law or otherwise, insofar as such Losses arise out of or are based on (i) any Material Disclosure Defect or alleged Material Disclosure Defect in any Registration Statement Document; or (ii) any violation by the Borrower of the Securities Act, the Exchange Act or any other U.S. federal securities laws, or any U.S. state securities or "blue sky" laws, in connection with any Registration Statement Document; *provided, however*, that the Borrower will have no obligations

under this **Section 11(a)** in respect of any Losses insofar as such Losses arise out of or are based on any Material Disclosure Defect or alleged Material Disclosure Defect included in any Registration Statement Document in conformity with the Holder Information of any Holder.

(b) *Indemnification by the Holders.* Each Person that is a signatory to this Agreement or that is a Notice Holder, severally and not jointly, will indemnify, defend and hold harmless each Borrower Indemnified Person from and against (and will reimburse such Borrower Indemnified Person, as incurred, for) any Losses that, jointly or severally, such Borrower Indemnified Person may incur under the Securities Act, the Exchange Act, the common law or otherwise, insofar as such Losses arise out of or are based on any Material Disclosure Defect or alleged Material Disclosure Defect in any Registration Statement Document, which Material Disclosure Defect or alleged Material Disclosure Defect is included therein in conformity with the Holder Information of such Holder; *provided, however*, that in no event will the liability of any Holder pursuant to this **Section 11(b)** exceed a dollar amount equal to the proceeds received by such Holder (less any related discounts, commissions, transfer taxes, fees or other expenses) from the sale of the Registrable Securities giving rise to the related indemnification obligation under this **Section 11(b)**.

(c) *Indemnification Procedures.*

(i) *Notice of Proceedings.* If any claim, action, suit or proceeding (each, a “**Proceeding**”) is made or commenced against any Indemnified Person in respect of which indemnity is or may be sought from any Person (in such capacity, the “**Indemnifying Party**”) pursuant to **Section 11(a)** or **Section 11(b)**, then such Indemnified Person will promptly notify the such Indemnifying Party in writing of such Proceeding; *provided, however*, that the failure to so notify such Indemnifying Party will not relieve such Indemnifying Party from any liability that it may have to such Indemnified Person or otherwise.

(ii) *Defense of Proceedings; Employment of Counsel.* Subject to the next sentence, upon its receipt of the notice referred to in **Section 11(c)(i)** in respect of a Proceeding, the Indemnifying Party will assume the defense of such Proceeding, including the employment of counsel reasonably satisfactory to the Indemnified Person and payment of all fees and expenses. Such Indemnified Person will also have the right to employ its own counsel in such Proceeding at such Indemnified Person’s expense; *provided, however*, that such Indemnifying Party will be responsible for, and pay as incurred, the reasonable fees and expenses of such counsel if (1) such Indemnifying Party authorized, in writing, the employment of such counsel in connection with the defense of such Proceeding; (2) such Indemnifying Party fails, within a reasonable period of time in light of the circumstances, to employ counsel to defend such Proceeding; or (3) such Indemnified Person reasonably concludes that there may be defenses available to such Indemnified Person that are different from, in addition to, or in conflict with, those available to such Indemnifying Party (in which case of this **clause (3)**, such Indemnifying Party will not have the right to direct the defense of such Proceeding on behalf of such Indemnified Person). Notwithstanding anything to the contrary in this **Section 11(c)(ii)**, in no event will any Indemnifying Party be liable for the fees or expenses of more than one separate counsel (in addition to any local counsel) in any one Proceeding or series of

related Proceedings in the same jurisdiction representing the Indemnified Person(s) who are parties to such Proceeding.

(iii) *Settlements of Proceedings.* An Indemnifying Party will not be liable pursuant to **Section 11(a)** or **Section 11(b)**, as applicable, or this **Section 11(c)** for any settlement of any Proceeding except as provided in the next sentence. If any Proceeding is settled, then the Indemnifying Party will indemnify and hold harmless each Indemnified Person that is subject to such settlement from and against any Losses incurred by such Indemnified Person by reason of such settlement, if:

(1) such Indemnifying Party effected, or otherwise provided its written consent to, such settlement (which consent will not be unreasonably withheld or delayed); or

(2) (A) such Indemnified Person has requested such Indemnifying Party to reimburse such Indemnified Person for any fees and expenses of counsel as contemplated by **Section 11(c)(ii)**; (B) such settlement is entered into more than sixty (60) Business Days after such Indemnifying Party has received such request; (C) such Indemnifying Party has not fully reimbursed such Indemnified Person in accordance with such request before the date of such settlement; and (D) such Indemnified Person has given such Indemnifying Party at least thirty (30) days' prior notice of its intention to settle.

The Indemnifying Party will not effect any settlement of any Proceeding without the prior written consent of the applicable Indemnified Person(s), unless such settlement (1) includes an unconditional release of such Indemnified Person(s) from all liability on the claims that are the subject matter of such Proceeding; (2) does not include an admission of fault or culpability or a failure to act by or on behalf of such Indemnified Person(s); and (3) does not purport to bind the Indemnified Persons(s) to perform or refrain from performing any act (excluding any provision providing for the payment of money by the Indemnified Persons(s), which, for the avoidance of doubt, will be subject to the indemnity provided in the second sentence of this **Section 11(c)(iii)**).

(d) *Contribution Where Indemnification Not Available.* If the indemnification provided for in this **Section 11** is unavailable to any Indemnified Person, or is insufficient to hold any Indemnified Person harmless, in respect of any Losses referred to in the preceding provisions of this **Section 11**, then each applicable Indemnifying Party, severally and not jointly, will contribute to the amount paid or payable by such Indemnified Person as a result of such Losses in such proportion as is appropriate to reflect the relative fault of the Borrower, on the one hand, and of the Holders, on the other hand, in connection with the statements or omissions, or the actions or non-actions, as applicable, that resulted in such Losses, as well as other relevant equitable considerations. The relative fault of the Borrower, on the one hand, and of the Holders, on the other hand, will be determined by reference to, among other things, whether any applicable Material Disclosure Defect or alleged Material Disclosure Defect, or any relevant action or non-action, as applicable, relates to information supplied, or was taken or made, as applicable, by the Borrower or by the Holders and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such Material Disclosure Defect or alleged

Material Disclosure Defect, or such action or non-action, as applicable. The amount paid or payable by an Indemnified Person as a result of any Losses referred to in this **Section 11(d)** will include any legal or other fees or expenses reasonably incurred by such Indemnified Person in connection with investigating, preparing to defend or defending the related Proceeding.

The Borrower and the Holders agree that it would not be just and equitable if contribution pursuant to this **Section 11(d)** were determined by pro rata allocation (even if the Holders were treated as one Person for such purpose) or by any other allocation method that does not take account of the equitable considerations referred to in the preceding paragraph. Notwithstanding anything to the contrary in the preceding paragraph, no Holder will be required to contribute any amount in excess of the amount by which the proceeds received by such Holder (less any related discounts, commissions, transfer taxes, fees or other expenses) from the sale of Registrable Securities giving rise to the related contribution obligation under this **Section 11(b)** exceeds the amount of any damage that such Holder has otherwise been required to pay by reason of the relevant Material Disclosure Defect or alleged Material Disclosure Defect, or the relevant action or non-action, as applicable. No Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) will be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation. The Holders' obligations to contribute pursuant to this **Section 11(d)** are several and not joint.

(e) *Remedies Not Exclusive.* The remedies provided for in this **Section 11** are not exclusive and will not limit, and will be in addition to, any rights or remedies that may otherwise be available to any Indemnified Person at law or in equity.

Section 12. TERMINATION OF REGISTRATION RIGHTS.

(a) *General Resale Registration Statement.* Notwithstanding anything to the contrary in this Agreement, the Borrower's obligations under **Section 3**, and any related obligations of the Borrower under **Section 7**, will terminate (and, for the avoidance of doubt, the Borrower will thereafter have no obligation to file, keep effective or usable, or amend or make and other filings with respect to, the General Resale Registration Statement or any other General Resale Registration Statement Document) upon the earlier of (i) a Fundamental Change, the result of which the Company is "taken private," ceasing to be subject to ongoing securities law and relevant SEC reporting requirements under Section 12(g) of the Exchange Act (a "**Take-Private Transaction**") and (ii) the first date on which no Registrable Securities are outstanding.

(b) *Demand Underwriting Registration Rights.* Notwithstanding anything to the contrary in this Agreement, the Borrower's obligations under **Section 4**, and any related obligations of the Borrower under **Section 7**, will terminate (and, for the avoidance of doubt, the Borrower will thereafter have no obligation to effect any Demand Underwritten Offering) upon the earlier of (i) a Take-Private Transaction and (ii) the first date on which no Registrable Securities are outstanding.

(c) *Piggyback Registration Rights.* Notwithstanding anything to the contrary in this Agreement, the Borrower's obligations under **Section 5**, and any related obligations of the Borrower under **Section 7**, will terminate (and, for the avoidance of doubt, the Borrower will

thereafter have no obligation to include any Registrable Securities in any Piggyback Underwritten Offering) upon the earlier of (i) a Take Private Transaction and (ii) the first date on which no Registrable Securities are outstanding.

Section 13. SUBSEQUENT HOLDERS. Each Person that acquires any Registrable Securities from any Holder will, to the extent such securities continue to constitute Registrable Securities in the hands of such Person, become a Holder; *provided, however*, that such Person will not be entitled to the benefits of this Agreement (and will be deemed not to be a Holder or a Notice Holder) unless such Person promptly, and in any event within five (5) Business Days after acquiring such securities, execute and deliver a Notice and Questionnaire to the Borrower agreeing to be bound by the terms of this Agreement.

Section 14. MISCELLANEOUS.

(a) *Notices*. The Borrower will send all notices or communications to any Holder pursuant to this Agreement either (a) in writing by first class mail, certified or registered, return receipt requested, or by overnight air courier guaranteeing next day delivery, to such Holder's address as set forth in the latest Notice and Questionnaire of such Notice Holder delivered to the Borrower (or, if such Holder has not delivered any Notice and Questionnaire, as set forth in the Borrower's registrar); or (b) by email to the email address specified in such Notice and Questionnaire (which email will be deemed to constitute notice in writing for purposes of this Agreement).

Any notice or communication by any Holder to the Borrower will be deemed to have been duly given if in writing by first class mail, certified or registered, return receipt requested, or by overnight air courier guaranteeing next day delivery, to offices of the Borrower at the following address (or at such other address as may be hereafter specified by notice to the Holders by the Borrower):

Centogene N.V.
Am Strande 7
18055 Rostock
Germany
Attention: [***]
Email: [***]

with a copy (which will not constitute notice) to:

Davis Polk & Wardwell London LLP
5 Aldermanbury Square
London EC2V 7HR
United Kingdom
Attention: Leo Borchardt

And

Davis Polk & Wardwell LLP
450 Lexington Avenue

New York, NY 10017
United States
Attention: David Hahn

And

NautaDutilh N.V.
Beethovenstraat 400
1082 PR Amsterdam
The Netherlands
Attn: Paul van der Bijl
Email: Paul.vanderBijl@nautadutilh.com

(b) *Amendments and Waivers.* This Agreement, of any provision of this Agreement, may be amended, modified, waived or superseded only by a written instrument that is executed by the Borrower and by one or more Holders whose aggregate As-Converted Registrable Securities Ownership Percentage exceeds fifty percent (50%), and any such amendment, modification, waiver or supersession so executed will be binding upon the Borrower and all Holders; *provided, however,* that (i) no amendment, modification, waiver or supersession of **Section 9** (including the events that constitute a Registration Default Event) or this **Section 14(b)**, or any related definitions, will be effective as to any Holder or the Lender unless reflected in a written instrument executed by such Holder or such Lender, as applicable; (ii) a waiver with respect to any particular Holder's rights under this Agreement will be effective as to such Holder if reflected in a written instrument executed by such Holder, provided such waiver does not adversely affect the rights of any other Holder; (iii) waiver of any rights of the Holders in respect of any Piggyback Underwritten Offering will be effective if reflected in a written instrument executed by Notice Holders holding a majority of the total number of Registrable Securities of Notice Holders proposed to be sold in such Piggyback Underwritten Offering; and (iv) no amendment, modification, waiver or supersession that affects any rights of the Lender or any Holders in respect of any Demand Underwritten Offering will be effective as to the Lender or the Holders, as applicable, unless reflected in a written instrument executed by the Lender or Notice Holders holding a majority of the total number of Registrable Securities of Notice Holders proposed to be sold in such Demand Underwritten Offering, respectively.

For purposes of determining whether any such amendment, modification, waiver or supersession is executed by Holders of the requisite number of securities, the Borrower may, absent manifest error, conclusively rely on information contained in its registrar or in any Notice and Questionnaire.

No delay on the part of any party in exercising any right, power or privilege pursuant to this Agreement will operate as a waiver thereof, and no waiver, or single or partial exercise of, any such right, power or privilege will preclude any other or further exercise thereof or the exercise of any other right, power or privilege pursuant to this Agreement.

(c) *Third Party Beneficiaries.* Subject to **Section 13**, this Agreement will be binding on, inure to the benefit of and be enforceable by, each Holder and its successors and assigns.

(d) *Governing Law; Waiver of Jury Trial.* THIS AGREEMENT, AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. EACH OF THE BORROWER AND THE LENDER IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

(e) *Arbitration.* The Borrower and each Holder agrees that any dispute, difference, claim, question or controversy arising out of or in connection with this Agreement, which is not amicably settled between the Borrower and any Holder within a period of one month from the date of the start of negotiations between the Borrower and any Holder, shall be finally resolved pursuant to arbitration pursuant to the terms set forth in this **Section 14(e)**. New York, New York will be the place of arbitration. Arbitration shall be governed by Judicial Arbitration & Mediation Services ("**JAMS**") and its JAMS Comprehensive Rules and Procedures ("**JAMS Rules**") in effect at the time the arbitration is commenced. A panel of three neutral arbitrators will be selected in accordance with the JAMS Rules to conduct the arbitration. The arbitration shall be conducted in English. The arbitral award shall be final and enforced in any court of competent jurisdiction by either party. To the extent permissible by applicable law, the Borrower and each Holder hereby waive any right to appeal the decision of the arbitration. The arbitral tribunal may award legal costs and expenses as it deems fit. The Borrower and each Holder hereby acknowledge and agree that arbitrators may issue procedural orders and decide on interim measures/injunctions in the course of the arbitration. The Borrower and each Holder agree that any one of them may request in aid of arbitration from any court of competent jurisdiction, injunctive relief or other conservatory measures.

(f) *No Adverse Interpretation of Other Agreements.* This Agreement may be used to interpret any other agreement of the Borrower or its subsidiaries or of any other Person, and no such agreement may be used to interpret this Agreement.

(g) *Successors.* All agreements of the Borrower in this Agreement will bind its successors.

(h) *Severability.* If any provision of this Agreement is invalid, illegal or unenforceable, then the validity, legality and enforceability of the remaining provisions of this Agreement will not in any way be affected or impaired thereby.

(i) *Counterparts.* The parties may sign any number of copies of this Agreement. Each signed copy will be an original, and all of them together represent the same agreement. Delivery of an executed counterpart of this Agreement by facsimile, electronically in portable document format or in any other format will be effective as delivery of a manually executed counterpart.

(j) *Table of Contents, Headings, Etc.* The table of contents and the headings of the Sections and Subsections of this Agreement have been inserted for convenience of reference

only, are not to be considered a part of this Agreement and will in no way modify or restrict any of the terms or provisions of this Agreement.

(k) *Service of Process.* The Borrower irrevocably appoints Centogene US, LLC, which currently maintains an office at 99 Erie St, Cambridge, MA 02139, United States of America, as its authorized agent in Cambridge upon which process may be served in any suit, action or proceeding referred to in **Section 14(e)**, and agrees that service of process upon such agent, and written notice of such service to the Borrower by the person serving the same to Centogene N.V., Am Strande 7, 18055 Rostock, Germany, Attention: [***], will be, in every respect, effective service of process upon the Borrower in any such suit, action or proceeding. If, for any reason, such agent ceases to be such agent for service of process, then the Borrower will promptly appoint a new agent of recognized standing for service of process in Massachusetts and deliver to the Lender and the Notice Holders a copy of the new agent's acceptance of that appointment within ten (10) Business Days of such acceptance. Nothing in this **Section 14(k)** will affect the right of the Lender or any Holder to serve process in any other manner permitted by law or to commence legal proceedings or otherwise proceed against the Borrower in any other court of competent jurisdiction. To the extent that the Borrower has or hereafter may acquire any sovereign or other immunity from jurisdiction of any court or from any legal process with respect to itself or its property, the Borrower irrevocably waives such immunity in respect of its obligations under this Agreement.

(l) *Entire Agreement.* This Agreement, including **Exhibit A**, constitutes the entire agreement of the parties with respect to the specific subject matter of this Agreement and supersedes in their entirety all other agreements or understandings (whether written or oral) between or among the parties with respect to such specific subject matter.

(m) *Specific Performance.* The Borrower (a) agrees that any failure by it to comply with its obligations under this Agreement may result in material irreparable injury to the Holders for which there is no adequate remedy at law, and, that upon any such failure, any Holder may obtain such relief as may be required to specifically enforce the Borrower's obligations under this Agreement; and (b) hereby waives the defense in any action for specific performance that a remedy at law would be adequate.

[The Remainder of This Page Intentionally Left Blank; Signature Page Follows]

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

CENTOGENE N.V.

By: _____
Name:
Title:

[Signature Page to Second Registration Rights Agreement]

By: _____
Name:
Title:

[Signature Page to Second Registration Rights Agreement]

FORM OF NOTICE AND QUESTIONNAIRE

The undersigned (the “**Selling Securityholder**”) beneficial owner of common shares, par value €0.12 per share (the “**Common Shares**”), or other Registrable Securities (as defined in the Second Registration Rights Agreement referred to below) of Cenotogene, N.V., a public company with limited liability (*naamloze vennootschap*) incorporated under the laws of the Netherlands (the “**Borrower**”) understands that the Borrower has filed, or intends to file, with the Securities and Exchange Commission (the “**SEC**”) a registration statement (the “**Registration Statement**”) under the Securities Act of 1933, as amended (the “**Securities Act**”) to register the resale of Registrable Securities, in accordance with the terms of the Second Registration Rights Agreement, dated as of ____ 2023 (the “**Second Registration Rights Agreement**”), between the Borrower and the Lender named therein. The Borrower will provide a copy of the Second Registration Rights Agreement upon written request at the address set forth below. All capitalized terms used in this Notice and Questionnaire without definition have the respective meanings given to them in the Second Registration Rights Agreement.

To sell or otherwise dispose of any Registrable Securities pursuant to the Registration Statement, the beneficial owner of those Registrable Securities generally must be named as a selling securityholder in the related prospectus, deliver a prospectus to the purchasers of the Registrable Securities and be bound by those provisions of the Second Registration Rights Agreement applicable to such beneficial owner (including certain indemnification provisions, as described below). Beneficial owners of any Registrable Securities that do not complete this Notice and Questionnaire and deliver it to the Borrower as provided below will not be named as selling securityholders in the prospectus and will not be permitted to sell any Registrable Securities pursuant to the Registration Statement. Beneficial owners are encouraged to complete and deliver this Notice and Questionnaire as soon as possible.

Please note that if the Common Shares held by you or which may be held by you do not meet the definition of “Registrable Securities” set forth in the Second Registration Rights Agreement, the Borrower is not required to register your securities and you will not be named as a selling securityholder in the Registration Statement.

Certain legal consequences arise from being named as a selling securityholder in the Registration Statement and the related prospectus. Accordingly, registered holders and beneficial owners of Registrable Securities should consult their legal counsel regarding the consequences of being named or not being named as a selling securityholder in the Registration Statement and the related prospectus.

NOTICE

By signing and returning this Notice and Questionnaire, the Selling Securityholder:

- notifies the Borrower of its intention to sell or otherwise dispose of Registrable Securities beneficially owned by it and listed below in Item 3 (except as otherwise specified under such Item 3) pursuant to the Registration Statement; and

· agrees to be bound by the terms and conditions of this Notice and Questionnaire and the Second Registration Rights Agreement.

Pursuant to the Second Registration Rights Agreement, the Selling Securityholder has agreed to indemnify and hold harmless the Borrower and its affiliates, the partners, directors, officers, members, shareholders, employees, advisors or other representatives of the Borrower or its affiliates, and each person, if any, who controls the Borrower within the meaning of Section 15 of the Securities Act or Section 20 of the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”), from and against certain claims and losses arising in connection with statements or omissions concerning the Selling Securityholder made in the Registration Statement or the related prospectus in reliance upon the information provided in this Notice and Questionnaire.

The Selling Securityholder hereby provides the following information to the Borrower and represents and warrants that such information is accurate and complete:

QUESTIONNAIRE

Please respond to every item, even if your response is “none.” If you need more space for any response, please attach additional sheets of paper. Please be sure to indicate your name and the number of the item being responded to on each such additional sheet of paper, and to sign each such additional sheet of paper before attaching it to this Notice and Questionnaire. Please note that you may be asked to answer additional questions depending on your responses to the following questions.

1. Selling Securityholder Information:

(a) Full legal name of the Selling Securityholder:

(b) If the Registrable Securities listed in Item 3 below are held in certificated form and not “in street name,” state the full legal name of the registered holder through which the Registrable Securities listed in Item 3 below are held:

(c) If the Registrable Securities listed in Item 3 below are held “in street name,” state the full legal name of the Depository Trust Company participant through which the Registrable Securities listed in Item 3 below are held:

(d) Taxpayer identification or social security number of the Selling Securityholder:

2. Address and Contact Information for Notices to the Selling Securityholder:

Telephone: _____
Fax: _____
Email Address: _____
Contact Person: _____

3. Beneficial Ownership of Common Shares Issued Upon Conversion of the Loan:

I own Common Shares that were issued upon conversion of the Loan:

Number of Shares: _____
CUSIP No(s). (If Any): _____

4. Beneficial Ownership of Other Securities of the Borrower:

Except as set forth below in this Item 4, the Selling Securityholder is not the beneficial or registered owner of any securities of the Borrower other than the securities listed in Item 3 above.

Type and amount of other securities beneficially owned by the Selling Securityholder:

Title of Security Amount Beneficially Owned CUSIP No(s). (If Any)

5. Relationships with the Borrower:

(a) Has the Selling Securityholder or any of its affiliates, officers, directors or principal equity holders (owners of 5% or more of the equity securities of the Selling Securityholder) held any position or office or had any other material relationship with the

Borrower (or its predecessors or affiliates) during the past three years?

Yes.

No.

(b) If the response to (a) above is “Yes,” then please state the nature and duration of the relationship with the Borrower:

6. Plan of Distribution:

Check the following box confirming the intended plan of distribution of the Registrable Securities:

The Selling Securityholder (including its donees and pledgees) does not intend to distribute the Registrable Securities listed in Item 3 above pursuant to the Shelf Resale Registration Statement except as follows (if at all):

The Registrable Securities may be sold from time to time directly by the Selling Securityholder or, alternatively, through underwriters, broker-dealers or agents. If the Registrable Securities are sold through broker-dealers or agents, the Selling Securityholder will be responsible for underwriting discounts or commissions or agents’ commissions. The Registrable Securities may be sold in one or more transactions at fixed prices, at prevailing market prices at the time of sale, at varying prices determined at the time of sale or at negotiated prices. Such sales may be effected in transactions (which may involve block transactions) (1) on any national securities exchange or quotation service on which the Registrable Securities may be listed or quoted at the time of sale; (2) in the over-the-counter market; (3) otherwise than on such exchanges or services or in the over-the-counter market; or (4) through the writing of options. In connection with sales of the Registrable Securities or otherwise, the Selling Securityholder may enter into hedging transactions with broker-dealers, which may in turn engage in short sales of the Registrable Securities in the course of the hedging positions they assume. The Selling Securityholder may also sell Registrable Securities short and deliver Registrable Securities to close out short positions or loan or pledge Registrable Securities to broker-dealers that in turn may sell such securities. Notwithstanding anything to the contrary, in no event will the methods of distribution take the form of an underwritten offering of the Registrable Securities without the prior agreement of the Borrower.

State any exceptions:

7. Broker-Dealers and Their Affiliates:

The Borrower may have to identify the Selling Securityholder as an underwriter in the Registration Statement or related prospectus if:

- the Selling Securityholder is a broker-dealer and did not receive the Registrable Securities as compensation for underwriting activities or investment banking services or as investment securities; or
- the Selling Securityholder is an affiliate of a broker-dealer and either (1) did not acquire the Registrable Securities in the ordinary course of business; or (2) at the time of its purchase of the Registrable Securities, had an agreement or understanding, directly or indirectly, with any person to distribute the Registrable Securities.

Persons identified as underwriters in the Registration Statement or related prospectus may be subject to additional potential liabilities under the Securities Act and should consult their legal counsel before submitting this Notice and Questionnaire.

(a) Is the Selling Securityholder a broker-dealer registered pursuant to Section 15 of the Exchange Act?

Yes.

No.

(b) If the response to (a) above is “No,” is the Selling Securityholder an “affiliate” of a broker-dealer that is registered pursuant to Section 15 of the Exchange Act?

Yes.

No.

For the purposes of this Item 7(b), an “affiliate” of a registered broker-dealer includes any company that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such broker-dealer.

(c) Did the Selling Securityholder acquire the securities listed in Item 3 above in the ordinary course of business?

Yes.

No.

(d) At the time of the Selling Securityholder's purchase of the securities listed in Item 3 above, did the Selling Securityholder have any agreements or understandings, directly or indirectly, with any person to distribute the securities?

Yes.

No.

(e) If the response to (d) above is "Yes," then please describe such agreements or understandings:

(f) Did the Selling Securityholder receive the securities listed in Item 3 above as compensation for underwriting activities or investment banking services or as investment securities?

Yes.

No.

(g) If the response to (f) above is Yes," then please describe the circumstances:

8. Nature of Beneficial Ownership:

The purpose of this section is to identify the ultimate natural person(s) or publicly held entity(ies) that exercise(s) sole or shared voting or dispositive power over the Registrable Securities.

(a) Is the Selling Securityholder a natural person?

Yes.

No.

(b) Is the Selling Securityholder required to file, or is it a wholly owned subsidiary of an entity that is required to file, periodic and other reports (for example, Forms 10-K, 10-Q

and 8-K) with the SEC pursuant to Section 13(a) or 15(d) of the Exchange Act?

Yes.

No.

(c) Is the Selling Securityholder an investment company, or a subsidiary of an investment company, registered under the Investment Company Act of 1940, as amended?

Yes.

No.

(d) If the Selling Securityholder is a subsidiary of such an investment company, please identify the investment company:

(e) Identify below the name of each natural person or entity that has sole or shared investment or voting control over the securities listed in Item 3 above:

PLEASE NOTE THAT THE SEC REQUIRES THAT THESE NATURAL PERSONS AND ENTITIES BE NAMED IN THE PROSPECTUS

9. Securities Received from Named Selling Securityholder:

(a) Did the Selling Securityholder receive the Registrable Securities listed above in Item 3 as a transferee from selling securityholder(s) previously identified in the Registration Statement?

Yes.

No.

(b) If the response to (a) above is “Yes,” then please answer the following two questions:

(i) Did the Selling Securityholder receive the Registrable Securities listed above in Item 3 from the named selling securityholder(s) prior to the effectiveness of the Registration Statement?

Yes.

No.

(ii) Identify below the names of the selling securityholder(s) from whom the Selling Securityholder received the Registrable Securities listed above in Item 3 and the date on which such securities were received.

If more space is needed for responses, then please attach additional sheets of paper. Please indicate the Selling Securityholder’s name and the number of the item being responded to on each such additional sheet of paper, and sign each such additional sheet of paper, before attaching it to this Notice and Questionnaire. The Selling Securityholder may be asked to answer additional questions depending on the responses to the above questions.

ACKNOWLEDGEMENTS

The Selling Securityholder acknowledges its obligation to comply with the provisions of the Exchange Act and the rules thereunder relating to share manipulation, particularly Regulation M thereunder (or any successor rules or regulations), in connection with any offer or sale of Registrable Securities. The Selling Securityholder agrees that neither it nor any person acting on its behalf will engage in any transaction in violation of such provisions.

The Selling Securityholder acknowledges its obligations under the Second Registration Rights Agreement to indemnify and hold harmless certain persons as set forth therein.

Pursuant to the Second Registration Rights Agreement, the Borrower has agreed under certain circumstances to indemnify the Selling Securityholder against certain liabilities.

In accordance with the Selling Securityholder’s obligation under the Second Registration Rights Agreement to provide such information as may be required by law for inclusion in the Resale Registration Statement, the Selling Securityholder agrees to promptly notify the Borrower of any inaccuracies or changes in the information provided in this Notice and Questionnaire that may occur after the date of this Notice and Questionnaire at any time while the Resale Registration

Statement remains effective.

Notices to the Selling Securityholder relating to this Notice and Questionnaire or pursuant to the Second Registration Rights Agreement will be made by email, or in writing, at the email or physical address set forth in Item 2 above.

By signing below, the Selling Securityholder acknowledges that it is the beneficial owner of the Registrable Securities set forth herein, represents that the information provided herein is accurate in all material respects and consents to the disclosure of the information contained in this Notice and Questionnaire in its answers to Items 1 through 9 and the inclusion of such information in the Resale Registration Statement and the related prospectus. The Selling Securityholder understands that such information will be relied upon by the Borrower in connection with the preparation or amendment of the Resale Registration Statement and the related prospectus.

Once this Notice and Questionnaire is executed by the undersigned beneficial owner and received by the Company, the terms of this Notice and Questionnaire, and the representations and warranties contained herein, shall be binding on, shall inure to the benefit of and shall be enforceable by the respective successors, heirs, personal representatives and assigns of the Company and the undersigned beneficial owner. This Notice and Questionnaire shall be governed, adjudicated and enforced in accordance with terms of the Second Registration Rights Agreement.

[Remainder of Page Intentionally Left Blank; Signature Pages Follows]

The Selling Securityholder has caused this Notice and Questionnaire to be executed and delivered either in person or by its duly authorized agent.

Dated: _____ Legal Name of Selling Securityholder: _____

By: _____

Name: _____

Title: _____

PLEASE RETURN THE COMPLETED AND EXECUTED NOTICE
AND QUESTIONNAIRE TO CENTOGENE N.V. AT:

Centogene N.V.
Am Strande 7
18055 Rostock, Germany
Attention: Chief Financial Officer
Email: [***]

This Notice and Questionnaire must be returned in the manner and within the time period set forth in the Second Registration Rights Agreement in order to include Registrable Securities in such Registration Statement.

PHARMACEUTICAL INVESTMENT COMPANY
Alra'idah Digital City, Building MU04, Al Nakhil District
P.O. Box 6847, Riyadh 11452
The Kingdom of Saudi Arabia

[], 2023

Re: Right of First Offer Agreement

Ladies and Gentlemen:

This right of first offer agreement (this "Agreement") is entered into by and between Pharmaceutical Investment Company, a closed joint stock company incorporated pursuant to the laws of the Kingdom of Saudi Arabia (together with its successors and/or permitted assigns, "Lender"), DPE Deutschland II A GmbH & Co. KG ("DPE A"), a German limited partnership, DPE Deutschland II B GmbH & Co. KG, a German limited partnership ("DPE B"; DPE A and DPE B collectively "DPE"), Careventures Fund II S.C.Sp, a special limited partnership organized under the laws of Luxembourg ("Careventures") TVM Life Science Innovation I, L.P., a Canadian limited partnership organized under the laws of Quebec ("TVM I") and TVM Life Science Innovation II SCSp, a special limited partnership organized under the laws of Luxembourg ("TVM II"; TVM I and TVM II collectively "TVM"), relating to certain rights, obligations and other matters set forth herein in connection with Centogene N.V., a public company with limited liability (*naamloze vennootschap*) incorporated under the laws of the Netherlands ("Borrower") and Lender's entry into that certain Loan Agreement, dated as of the date hereof, by and between Borrower and Lender (as may be amended, restated, amended and restated, modified or supplemented in accordance with its terms from time to time, the "Loan Agreement"). Lender, DPE, Careventures and TVM are each referred to herein as a "Party" and collectively as the "Parties".

1. Defined Terms.

(a) The following capitalized terms shall be defined herein as follows:

"Affiliate" has the meaning set forth in Rule 144 of the Securities Act as in effect on the date hereof.

"Agreement" has the meaning set forth in the preamble of this Agreement.

"Borrower" has the meaning set forth in the preamble of this Agreement.

"Business Day" means any day other than a Saturday, a Sunday or any day on which banking institutions in New York City, United States, Riyadh, Saudi Arabia or Frankfurt am Main, Germany are authorized or required by Law or executive order to close or be closed.

"Capital Shares" of any Person means any and all shares of, interests in, rights to purchase, warrants or options for, participations in, or other equivalents of, in each case however designated, the equity of such Person, but excluding any debt securities convertible into such equity.

"Careventures" has the meaning set forth in the preamble of this Agreement.

"Common Shares" means the common shares, par value €0.12 per share, of Borrower.

"Exchange Act" means the U.S. Securities Exchange Act of 1934, as amended.

"Exercise Notice" has the meaning set forth in Section 2(b).

“Exercise Period” has the meaning set forth in Section 2(b).

“DPE” has the meaning set forth in the preamble of this Agreement.

“Fundamental Change” means any of the following events:

(a) the acquisition by any party (or parties acting in concert) of Common Shares representing more than 50% of the voting power of all of Borrower’s Common Shares;

(b) the consummation of (i) any sale, lease or other transfer, in one transaction or a series of related transactions, of all or substantially all of the assets of Borrower and its Subsidiaries, taken as a whole, to any Person; or (ii) any transaction or series of related transactions in connection with which (whether by means of merger, demerger, consolidation, share exchange, business combination, reclassification, recapitalization, acquisition, liquidation or otherwise), the result of which is Borrower’s shareholders prior to any transaction described in clause (i) or (ii) cease to own more than 50% of all classes of common equity of Borrower or its successor following any such transaction; or

(c) Borrower’s shareholders approve any plan or proposal for the liquidation or dissolution of Borrower;

provided, however, that a transaction or event described in clause (a) or (b) above will not be deemed to constitute a Fundamental Change if the Specified Shareholders each continue, immediately after such transaction or event described in clause (a) or (b) to be the direct or indirect “beneficial owner” (as defined below) of substantially the same number of Common Shares of Borrower (or replacement equity interests in the surviving entity, acquirer, successor, or transferee, as applicable (or the parent entity thereof)) as each “beneficially owned” as of the date hereof.

For the purposes of this definition, whether a Person is a “beneficial owner,” and whether shares are “beneficially owned,” will be determined in accordance with Rule 13d-3 under the Exchange Act.

“Governmental Entity” means (a) any supranational, national, federal, state, provincial, municipal, local or foreign government, governmental authority, regulatory or administrative agency, governmental commission, department, board, bureau, agency, instrumentality, any court, tribunal, arbitrator, mediator or other governmental official, authority or instrumentality and (b) any entity to whom a Governmental Entity has assigned or delegated any authority or oversight responsibilities, including any notified body accredited, designated, licensed, authorized or approved to assess and certify the conformity of a medical device (including in vitro diagnostic medical device) with the requirements of the In Vitro Diagnostic Medical Devices Directive 98/79/EC, the In Vitro Diagnostic Medical Devices Regulation (EU) 2017/746, and applicable harmonized standards.

“JAMS” has the meaning set forth in Section 9.

“JAMS Rules” has the meaning set forth in Section 9.

“Lender” has the meaning set forth in the preamble of this Agreement.

“Law” means any statute, law, ordinance, rule, regulation, code, approval, license, Permit or Order, in each case, of any Governmental Entity.

“Loan Agreement” has the meaning set forth in the preamble of this Agreement.

“Party” or “Parties” has the meaning set forth in the preamble of this Agreement.

“Person” means an individual, corporation, partnership, limited liability company, joint venture, trust or unincorporated organization or a Governmental Entity.

“Permitted Transferee” means, with respect to any Proposed Transferor, any Affiliate of the Proposed Transferor, any investment fund, account or other vehicle (other than any portfolio company) managed or controlled, directly or indirectly, by such Proposed Transferor or any Affiliate of such Transferor, or any limited partner, member or stockholder of any of the foregoing.

“Proposed Transferee” has the meaning set forth in Section 2(d).

“Proposed Transferor” has the meaning set forth in Section 2(a).

“Representatives” means with respect to any Person, such Person’s Affiliates and its and their respective directors, officers, employees, agents, insurance providers, and legal and financial advisors.

“ROFO Option” has the meaning set forth in Section 2(b).

“ROFO Party” or “ROFO Parties” has the meaning set forth in Section 2(a).

“Securities Act” means the U.S. Securities Act of 1933, as amended.

“Specified Shareholder” means each of DPE, Careventures and TVM.

“Subsidiary” means, with respect to any Person, (a) any corporation, association or other business entity (other than a partnership or limited liability company) of which more than 50% of the total voting power of the Capital Shares entitled (without regard to the occurrence of any contingency, but after giving effect to any voting agreement or shareholders’ agreement that effectively transfers voting power) to vote in the election of directors, managers or trustees, as applicable, of such corporation, association or other business entity is owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of such Person; and (b) any partnership or limited liability company where (i) more than 50% of the capital accounts, distribution rights, equity and voting interests, or of the general and limited partnership interests, as applicable, of such partnership or limited liability company are owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of such Person, whether in the form of membership, general, special or limited partnership or limited liability company interests or otherwise; and (ii) such Person or any one or more of the other Subsidiaries of such Person is a controlling general partner of, or otherwise controls, such partnership or limited liability company.

“Transfer” means any direct or indirect sale, transfer, hypothecation, assignment, gift, bequest or disposition by any other means, whether for value or no value and whether voluntary or involuntary. The term “Transferred” shall have a correlative meaning.

“Transfer Notice” has the meaning set forth in Section 2(a).

“Transfer Shares” has the meaning set forth in Section 2(a).

“TVM” has the meaning set forth in the preamble of this Agreement.

2. Right of First Offer.

(a) Following the consummation of any Fundamental Change of Borrower, and for so long as Lender holds at least 10% of outstanding Common Shares of Borrower, including, prior to conversion, on an as-converted basis, if any Specified Shareholder or its Affiliates (collectively, "ROFO Parties") and each a "ROFO Party") desires to Transfer, directly or indirectly, any Common Shares then held by such ROFO Party (the "Transfer Shares" and such ROFO Party, the "Proposed Transferor"), to any Person or Persons other than any Permitted Transferee, in a bona fide transaction or series of related transactions, then such Specified Shareholder shall be required to give written notice (a "Transfer Notice") to Lender, which shall set forth the price per Common Share in cash at which the Proposed Transferor is willing to Transfer the Transfer Shares to Lender (the "Proposed Transferor Price"). In the event a Specified Shareholder or its Affiliates proposes to Transfer Common Shares to a Permitted Transferee, such Specified Shareholder shall cause the Permitted Transferee to sign a joinder to this Agreement in form and substance reasonably acceptable to Lender.

(b) Upon delivery of the Transfer Notice, Lender shall have an option (the "ROFO Option") to (x) purchase all (but not less than all) of the Transfer Shares at the Proposed Transferor Price, to be exercised by irrevocable written notice (the "Exercise Notice") to be delivered to the Proposed Transferor not later than 20 Business Days after the date of delivery of the Transfer Notice (the "Exercise Period"), or (y) propose, by irrevocable written notice (the "Lender Price Notice"), such notice to be delivered to the Proposed Transferor within the Exercise Period, a lower price per Common Share in cash at which Lender is willing to purchase all (but not less than all) Transfer Shares (the "Lender Price"). If Lender delivers within the Exercise Period a Lender Price Notice, the Proposed Transferor shall have the option, by written notice to Lender, not later than 45 days after delivery of the Lender Price Notice (the "Acceptance Period") to accept the Lender Price (the "Lender Price Acceptance Notice").

(c) If (A) Lender delivers an Exercise Notice to the Proposed Transferor within the Exercise Period, or (B) Lender delivers a Lender Price Notice to the Proposed Transferor within the Exercise Period and the Proposed Transferor delivers to Lender a Lender Price Acceptance Notice within the Acceptance Period, Lender and the Proposed Transferor shall enter, within 20 days after delivery of the Exercise Notice or the Lender Price Acceptance Notice (as the case may be), into a binding sale and transfer agreement in respect of the Transfer Shares on customary terms, such agreement providing for a purchase price equal to the Proposed Transferor Price (in case of (A) of this sentence) or the Lender Price (in case of (B) of this sentence), in each case such price being payable in full in cash at closing of the Transfer, and such agreement further providing for customary representations and warranties as to capacity, due authorization, enforceability, and title to shares free and clear of liens and encumbrances, and no other representations or warranties (the "ROFO SPA Terms"), and at such closing, and upon the payment in full of the applicable price to the Proposed Transferor, the Proposed Transferor shall be required to Transfer the Transfer Shares to Lender free and clear of all liens and encumbrances, other than those arising under applicable federal or state securities laws, and shall execute and deliver such additional documents as are reasonably necessary or appropriate to consummate the closing and the purchase and sale of the Transfer Shares; the closing of the sale of the Transfer Shares by the Proposed Transferor to Lender shall be held via electronic exchange of documents or at such other time and place as the Proposed Transferor and Lender may agree (but shall in any event occur within 90 days after execution of the purchase agreement (which 90-day period shall be extended to up to 365 days, as required, in order for the relevant parties to obtain any required approval of any Governmental Entity)).

(d) If (x) Lender declines to exercise the ROFO Option in writing or (y) Lender fails to deliver an Exercise Notice or Lender Price Notice to the Proposed Transferor within the Exercise Period, in each case, such decline to exercise or failure to deliver an Exercise Notice or Lender Price Notice exercising Lender's right of first offer shall result in the termination of the ROFO Option set out in this Section 2

solely with respect to the Transfer Shares identified in such Transfer Notice, and the Proposed Transferor shall be entitled to initiate a sale process with respect to the Transfer Shares, to be supported by the Borrower, and consummate the Transfer with respect to all (but not less than all) of the Transfer Shares to any Person or Persons other than any Permitted Transferee (a “Proposed Transferee”) at any price and terms; provided that the execution of the binding agreement on such Transfer with such Person or Persons is entered into within 180 days following the expiration of the Exercise Period and the closing of the sale of the Transfer Shares shall occur within 90 days after execution of such binding agreement (which 90-day period shall be extended up to 365 days, as required, in order for the relevant parties to obtain any required approvals of any Governmental Entity). If such agreement is not entered into within such 180-day period for any reason or if such closing does not occur within such 90-day period (as extended, if applicable), then the restrictions provided for in this Section 2 shall again become effective, and no Transfer of the Transfer Shares may be made thereafter by the Proposed Transferor without again offering the same to Lender in accordance with this Section 2; provided, that, in the event the Proposed Transferor is again offering the Transfer Shares to Lender within such 180-day period in accordance with this Section 2, the Exercise Period for any such subsequent offer of the Transfer Shares shall be a period of 10 Business Days after the date of delivery of the revised Transfer Notice.

(e) If Lender delivered to the Proposed Transferor within the Exercise Period a Lender Price Notice and the Proposed Transferor does not deliver to Lender within the Acceptance Period a Lender Price Acceptance Notice, the Proposed Transferor shall be entitled to initiate a sale process with respect to the Transfer Shares to be supported by the Borrower, and consummate the Transfer with respect to all (but not less than all) of the Transfer Shares to any Person or Persons other than any Proposed Transferee at such terms as the Proposed Transferor agrees with such third party; provided, that the execution of the binding agreement on such Transfer with such Person or Persons is entered into within 180 days following the expiration of the Exercise Period and the closing of the sale of the Transfer Shares shall occur within 90 days after execution of the binding agreement (which 90-day period shall be extended up to 365 days as required, in order for the relevant parties to obtain any required approvals of any Governmental Entity); provided, however, that if the price per Common Share offered by the Proposed Transferee (the “Third Party Price”) is below the Proposed Transferor Price set out in the Transfer Notice, the Proposed Transferor shall deliver to Lender a written notice of the Third Party Price (the “Second Offer Notice”) and shall only be entitled to consummate the Transfer to the Proposed Transferee if Lender does not deliver, within 10 Business Days after delivery of the Second Offer Notice (the “Second Offer Period”), a written notice under which it irrevocably accepts the Transfer to it at the Third Party Price (the “Second Offer Acceptance Notice”). If Lender delivers to the Proposed Transferor, within the Second Offer Period a Second Offer Acceptance Notice, Lender and the Proposed Transferor shall enter, within 20 days after delivery of the Second Offer Acceptance Notice, into a binding sale and transfer agreement in respect of the Transfer Shares, such agreement providing for a purchase price equal to the Third Party Price and otherwise for the ROFO SPA Terms and the further provisions of Section 2(c) shall apply *mutatis mutandis*.

3. Survival. Each Party’s obligations and covenants made in this Agreement shall survive the execution and delivery of this Agreement.

4. Entire Agreement; Amendment; Waiver. This Agreement represents the entire understanding and agreement between the Parties hereto with respect to the subject matter hereof. Nothing expressed or implied in this Agreement is intended or shall be construed so as to grant or confer on any person, firm or corporation other than the Parties hereto, any rights or privileges hereunder. This Agreement can be amended, supplemented or changed, and any provision hereof can be waived, only by written instrument making specific reference to this Agreement signed by the Party against whom enforcement of any such amendment, supplement, modification or waiver is sought. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by the Party taking such action of compliance with any agreement contained herein. The waiver by any Party hereto of a breach of any provision of this Agreement shall not

operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any Party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such Party preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

5. Assignability. Neither this Agreement nor any right, remedy, obligation or liability arising hereunder or by reason hereof will be assignable by any Party without the prior written consent of the other Parties; provided, however, that Lender may assign any of its rights, remedies, obligations or liabilities arising under this Agreement to its Permitted Transferees, if (a) it assigns its position as lender under the Loan Agreement and its Common Shares to such Permitted Transferees and (b) such Permitted Transferees sign a joinder to this Agreement in form and substance reasonably acceptable to Lender.

6. Further Instruments and Acts. Each of the Parties to this Agreement agrees to execute and deliver such further instruments and do such further acts as may be reasonably necessary or proper to more effectively carry out the purposes of this Agreement.

7. Waiver of Jury Trial. EACH OF BORROWER AND LENDER IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING ARISING OUT OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

8. Governing Law. This Agreement will be governed by and construed in accordance with the internal laws of the State of New York.

9. Arbitration. Each Party agrees that any dispute, difference, claim, question or controversy arising out of or in connection with this Agreement, which is not amicably settled between the Parties hereto within a period of one month from the date of the start of negotiations between the Parties, shall be finally resolved pursuant to arbitration pursuant to the terms set forth in this Section 9. New York, NY will be the place of arbitration. Arbitration shall be governed by Judicial Arbitration & Mediation Services (“JAMS”) and its JAMS Comprehensive Rules and Procedures (“JAMS Rules”) in effect at the time the arbitration is commenced. A panel of three neutral arbitrators will be selected in accordance with the JAMS Rules to conduct the arbitration. The arbitration shall be conducted in English. The arbitral award shall be final and enforced in any court of competent jurisdiction by either Party. To the extent permissible by Law, the Parties hereby waive any right to appeal the decision of the arbitration. The arbitral tribunal may award legal costs and expenses as it deems fit. The Parties hereby acknowledge and agree that arbitrators may issue procedural orders and decide on interim measures/injunctions in the course of the arbitration. The Parties hereunder agree that any one of them may request in aid of arbitration from any court of competent jurisdiction, injunctive relief or other conservatory measures. The Parties hereto hereby agree that the fact of any arbitration hereunder, the content of any such proceedings and the outcome thereof shall be treated as confidential and shall be held confidential by each Party and their respective Representatives in accordance with Section 17.

10. Expenses. Each of the Parties shall bear all of its own costs and expenses incurred in connection with transactions contemplated by this Agreement, including without limitation, legal and meeting expenses and costs in connection with the preparation of this Agreement and any filing expenses with respect to this Agreement.

11. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including .pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docuSign.com) or other transmission method and any

counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

12. Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed given (a) when delivered personally by hand (with written confirmation of receipt), (b) when sent by e-mail (with written confirmation of transmission) or (c) one Business Day following the day sent by overnight courier (with written confirmation of receipt), in each case at the following addresses and facsimile numbers (or to such other address or facsimile number as a Party may have specified by notice given to the other Party pursuant to this provision):

If to Lender:

c/o Pharmaceutical Investment Company
Alra'idah Digital City, Building MU04, Al Nakhil District,
P.O. Box 6847, Riyadh 11452,
The Kingdom of Saudi Arabia
Attn: [***]
Email: [***]

with a copy to (which shall not constitute notice):

Latham & Watkins LLP
Al-Tatweer Towers, 7th Floor, Tower 1
King Fahad Highway, PO Box 17411
Riyadh 11484, Saudi Arabia
Attn: Ahmed el-Gaili, David Zaheer, and Gregory P. Rodgers
Email: Ahmed.el-Gaili@lw.com
david.zaheer@lw.com
Greg.Rodgers@lw.com

If to DPE:

c/o DPE Deutsche Private Equity Gesellschaft mbH
Ludwigstr. 7
80539 Munich, Germany
Attn: [***]
Email: [***]

with a copy to (which shall not constitute notice):

Gütt Olk Feldhaus
Hackenstraße 5
80331 Munich, Germany
Attn: Kilian Helmreich
Email: kilian.helmreich@gof-partner.com

If to Careventures:

[]
[]
[]
Attn: []
Email: []

If to TVM:

[]
[]
[]
Attn: []
Email: []

13. **Binding Effect.** The provisions of this Agreement will be binding upon and accrue to the benefit of the Parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

14. **No Third Party Beneficiaries.** This Agreement is for the sole benefit of the Parties hereto and their successors and permitted assigns and nothing expressed or referred to in this Agreement will be construed to give any Person, other than the Parties to this Agreement and such permitted assigns, any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement, whether as third party beneficiary or otherwise.

15. **Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

16. **Interpretation.** Any reference to a contract, instrument or other document as of a given date means the contract, instrument or other document as amended, supplemented and modified from time to time through such date. The headings contained in this Agreement are for convenience of reference only and will not affect the meaning or interpretation of this Agreement. All preamble, recital, article, section, exhibit and schedule references are to the preambles, recitals, articles, sections, exhibits and schedules of this Agreement, unless otherwise specified. All references in this Agreement to “dollars” or “\$” are to U.S. dollars. All payments to be made in cash under this Agreement are to be paid in U.S. dollars. All references in this Agreement to any period of days will mean the relevant number of calendar days, unless otherwise specified. When calculating the period of time before which, within which or following which, any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period will be excluded. If the last day of any period is a non-Business Day, the period in question will end on the next succeeding Business Day. Words in the singular will be held to include the plural and vice versa. Words of one gender will be held to include the other genders and neutral as the context requires. The terms “hereof,” “herein,” “hereunder,” “hereto” and “herewith” and words of similar import will, unless otherwise specified, be construed to refer to this Agreement and not to any particular provision of this Agreement. The word “including” and words of similar import when used in this Agreement will mean “including, without limitation,” unless otherwise specified. The word “or” will not be exclusive. The Parties acknowledge and agree that each has negotiated and reviewed the terms of this Agreement, assisted by such legal and tax counsel as they desired, and has contributed to its revisions. The Parties further agree that the rule of construction that any ambiguities are resolved against the drafting Party will be subordinated to the principle that the terms and provisions of this Agreement will be construed fairly as to all Parties and not in favor of or against any Party.

17. Confidentiality. No Party hereto nor any of its Representatives may make any press release or other public disclosure regarding the existence of this Agreement, its contents, or the transactions contemplated by this Agreement without the written consent of the other Parties, in any case, as to the form, content, and timing and manner of distribution or publication of such press release or other public disclosure (which consent may not be unreasonably withheld, conditioned, or delayed). Each Party shall hold confidential the terms and provisions of this Agreement and the terms of the transactions contemplated by this Agreement. Notwithstanding the foregoing, nothing in this Section 17 will prevent any Party or its Representatives from making any press release or other disclosure (a) required by Law or the rules of any stock exchange, in which case the Party required to make such press release or other disclosure shall use commercially reasonable efforts to allow the other Parties reasonable time to review and comment on such release or disclosure in advance of its issuance or (b) to the accountants, Representatives, stockholders, members and partners of such Party and its Affiliates or actual or potential acquirers of the disclosing Party's interest in the Borrower, each as necessary in connection with the ordinary conduct of their businesses (so long as such Persons agree to keep the terms of this Agreement confidential).

[Signature Page Follows]

The undersigned hereby execute and deliver this Agreement as of the date first set forth above.

LENDER:

PHARMACEUTICAL INVESTMENT COMPANY

By: _____

Name:

Title:

[SIGNATURE PAGE TO ROFO AGREEMENT]

SPECIFIED SHAREHOLDERS:

**DPE DEUTSCHLAND II A GMBH & CO. KG,
represented by: DPE DEUTSCHE PRIVATE
EQUITY GESELLSCHAFT MBH**

By: _____
Name:
Title:

**DPE DEUTSCHLAND II B GMBH & CO. KG,
represented by: DPE DEUTSCHE PRIVATE
EQUITY GESELLSCHAFT MBH:**

By: _____
Name:
Title:

CAREVENTURES FUND II S.C.SP

By: _____
Name:
Title:

TVM LIFE SCIENCE INNOVATION I, L.P.

By: _____
Name:
Title:

TVM LIFE SCIENCE INNOVATION II SCSP

By: _____
Name:
Title:

[SIGNATURE PAGE TO ROFO AGREEMENT]

CONSENT UNDER LOAN AND SECURITY AGREEMENT

THIS CONSENT UNDER LOAN AND SECURITY AGREEMENT (this “**Consent**”) is entered into as of June 24, 2023, by and among OXFORD FINANCE LLC, a Delaware limited liability company with an office located at 115 South Union Street, Suite 300, Alexandria, VA 22314 (“**Oxford**”), as collateral agent (in such capacity, “**Collateral Agent**”), the Lenders (as defined in the Loan Agreement (as defined below)) party hereto, CENTOGENE N.V., a public limited liability company (*naamloze vennootschap*) incorporated under the laws of the Netherlands, having its corporate seat (*statutaire zetel*) in Amsterdam, the Netherlands and with offices located at Am Strande 7, 18055 Rostock, Germany and registered with the Chamber of Commerce (*Kamer van Koophandel*) under number 72822872 (“**Parent**”), CENTOGENE GMBH, a company with limited liability (*Gesellschaft mit beschränkter Haftung*) incorporated under the laws of Germany with offices located at Am Strande 7, 18055 Rostock, Germany, and registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Rostock under HRB 14967 (“**Centogene Germany**”), CENTOSAFE B.V., a private limited liability company (*besloten vennootschap*) incorporated under the laws of the Netherlands, having its corporate seat (*statutaire zetel*) in Amsterdam, the Netherlands and with offices located at Am Strande 7, 18055 Rostock, Germany and registered with the Chamber of Commerce (*Kamer van Koophandel*) under number 80366120 (“**Centosafe**”) and CENTOGENE US, LLC, a Delaware limited liability company with offices located at 99 Erie Street, Cambridge, MA 02139 (together with Parent, Centogene Germany and Centosafe, individually and collectively, jointly and severally, “**Borrower**”).

A. Collateral Agent, Borrower and Lenders have entered into that certain Loan and Security Agreement dated as of January 31, 2022, as amended by that certain First Amendment to Loan and Security Agreement dated as of July 28, 2022, as amended by that certain Second Amendment to Loan and Security Agreement dated as of April 30, 2023 (as further amended, supplemented or otherwise modified from time to time, the “**Loan Agreement**”) pursuant to which Lenders have provided to Borrower certain loans in accordance with the terms and conditions thereof.

B. Borrower desires that Parent enter into (i) that certain Joint Venture Agreement with Pharmaceutical Investment Company, a closed joint stock company incorporated under the laws of the Kingdom of Saudi Arabia, with commercial registration number 1010698585 and having its registered address located at Alra'idah Digital City, Building MU04, Al Nakhil District, P.O. Box 6847, Riyadh 11452, KSA (“**PIC**”) to be dated on or about June [23], 2023 (such Joint Venture Agreement, together with all exhibits and schedules thereto, in the form attached hereto as Exhibit A and as the same may be amended to the extent permitted by Section 2.1 hereof, the “**PIC Joint Venture Agreement**”), (ii) that certain Loan Agreement with PIC to be dated as of the Closing Date (as defined in the PIC Loan Agreement) (such Loan Agreement, together with all exhibits and schedules thereto, in the form attached hereto as Exhibit B and as the same may be amended to the extent permitted by Section 2.1 hereof, the “**PIC Loan Agreement**”), (iii) that certain Preemptive Rights Agreement with PIC to be dated as of the Closing Date (as defined in the PIC Loan Agreement) (such Preemptive Rights Agreement, together with all exhibits and schedules thereto, in the form attached hereto as Exhibit C and as the same may be amended to the extent permitted by Section 2.1 hereof, the “**PIC Preemptive Rights Agreement**”), (iv) that certain Second Registration Rights Agreement with PIC to be dated as of the Closing Date (as defined in the PIC Loan Agreement) (such Registration Rights Agreement, together with all exhibits and schedules thereto, in the form attached hereto as Exhibit D and as the same may be amended to the extent permitted by Section 2.1 hereof, the “**PIC Registration Rights Agreement**”) and (v) those certain Commercial Agreements (as defined in the PIC Joint Venture Agreement) to be dated as of the Closing Date (as defined in the PIC Loan Agreement) with the joint venture company formed pursuant to the PIC Joint Venture Agreement (such agreements to be in form and substance reasonably satisfactory to Collateral Agent and Required Lenders, the “**Joint Venture Commercial Agreements**”, together with the PIC Loan Agreement, the PIC Joint Venture Agreement, the PIC Preemptive Rights Agreement, the PIC ROFO Agreement and the PIC Registration Rights Agreement, the “**PIC Transaction Documents**”).

C. Section 7.7 of the Loan Agreement requires Borrower to obtain the consent of Required Lenders to enter into the PIC Transaction Documents and consummate the transactions contemplated thereby and Borrower has requested that Collateral Agent and the Lenders provide such consent.

D. Borrower has requested that Collateral Agent and the Lenders not require Borrower’s compliance with Section 6.6(d) of the Loan Agreement for a limited period of time (the “**Cash Covenant Standstill**”).

E. Collateral Agent and Lenders have agreed to provide such consent and the Cash Covenant Standstill, subject to, and in accordance with, the terms and conditions set forth in this Consent, and in reliance upon the representations and warranties set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Borrower, the Lenders and Collateral Agent hereby agree as follows:

1. **Definitions.** Capitalized terms used but not defined in this Consent shall have the meanings given to them in the Loan Agreement.
2. **Consent and Cash Covenant Standstill Period.**

2.1 Subject to the terms and conditions hereof, Collateral Agent and Lenders hereby consent to Parent's execution, delivery and performance of the PIC Transaction Documents in the forms attached hereto as Exhibit A through Exhibit D and consummation of the transactions contemplated thereby. Any amendment to the Transaction Documents, including any exhibit or schedule thereto, or waiver of any condition contained therein, that is adverse to Borrower or Lenders in any material respect, or could reasonably be expected to be adverse to Borrower or Lenders in any material respect, shall require the prior written approval of Collateral Agent and Required Lenders. In furtherance of the foregoing, (a) any agreement regarding the minority investor rights in favor of PIC, whether granted pursuant to Section 6(g) of the PIC Loan Agreement or otherwise, shall be in form and substance reasonably satisfactory to Collateral Agent and Required Lenders and (b) prior to the closing of the transactions contemplated by the PIC Transaction Documents, neither Borrower nor any of its Subsidiaries shall Transfer any assets to PIC, the joint venture company formed pursuant to the PIC Joint Venture Agreement or any other Person pursuant to the PIC Joint Venture Agreement, the PIC Transaction Documents or any other agreement related thereto, except to the extent such Transfers are permitted by clause (k) of the defined term "Permitted Investments" in the Loan Agreement.

2.2 The consents set forth in Section 2.1 above are subject to Borrower satisfying the following conditions: (a) concurrently with, but immediately prior to, the Closing Date (as defined in the PIC Loan Agreement), (i) Borrower shall enter into an amendment of the Loan Agreement and such other Loan Documents with Collateral Agent and Required Lenders incorporating the terms set forth on Exhibit E attached hereto, in each case in form and substance reasonably satisfactory to Collateral Agent and Required Lenders, and (ii) PIC and Borrower shall enter into that certain Subordination Agreement in the form attached hereto as Exhibit F and (b) no Event of Default has occurred and is continuing.

2.3 Subject to the terms and conditions hereof, during the Cash Covenant Standstill Period (as defined below), Borrower is not required to comply with Section 6.6(d) of the Loan Agreement. The defined term "**Cash Covenant Standstill Period**" means the period commencing on the date of this Consent and ending on the earliest of (a) the Closing Date (as defined in the PIC Loan Agreement), (b) October 31, 2023 and (c) the occurrence of an Event of Default.

3. **Limitation of Consent and Cash Covenant Standstill Period.**

3.1 Except for the consents set forth in Section 2.1 above and the Cash Covenant Standstill Period set forth in Section 2.3 above, Collateral Agent and the Lenders have not consented to, and are not consenting to, any other transaction or action or inaction in violation of the Loan Agreement or any other Loan Document.

3.2 The consents set forth in Section 2.1 above and the Cash Covenant Standstill Period set forth in Section 2.3 above are effective for the purposes set forth herein and shall be limited precisely as written and shall not be deemed to (a) be a consent to any amendment, waiver or modification of any other term or condition of any Loan Document, including, without limitation, a waiver of any default or Event of Default under the Loan Agreement

resulting from Parent's failure to consummate the transactions contemplated by the PIC Transaction Documents or the breach or fulfillment of any of Parent's obligations under the PIC Transaction Documents, (b) impair or limit Collateral Agent's or any Lender's right to demand strict performance of Section 6.6(d) after termination of the Cash Covenant Standstill Period, (c) impair or limit Collateral Agent's or any Lender's right to demand strict performance of all other covenants (except for the consents set forth in Section 2.1), or (d) otherwise prejudice any right, remedy or obligation which Collateral Agent, Lenders or Borrower may now have or may have in the future under or in connection with any Loan Document, including, without limitation, any breach of Section 6.6(d) of the Loan Agreement occurring after termination of the Cash Covenant Standstill Period.

3.3 This Consent shall be construed in connection with and as part of the Loan Documents and all terms, conditions, representations, warranties, covenants and agreements set forth in the Loan Documents are hereby ratified and confirmed and shall remain in full force and effect.

4. Representations and Warranties. To induce Collateral Agent and the Lenders to enter into this Consent, Borrower hereby represents and warrants to Collateral Agent and the Lenders as follows:

4.1 Immediately after giving effect to this Consent (a) the representations and warranties contained in the Loan Documents are true, accurate and complete in all material respects as of the date hereof (except to the extent such representations and warranties relate to an earlier date, in which case they are true and correct in all material respects as of such date) and (b) no Event of Default has occurred and is continuing;

4.2 Borrower has the power and due authority to execute and deliver this Consent and to perform its obligations under the Loan Agreement;

4.3 The organizational documents of Borrower delivered to Collateral Agent on the Effective Date, and updated pursuant to subsequent deliveries by or on behalf of the Borrower to the Collateral Agent, remain true, accurate and complete and have not been amended, supplemented or restated and are and continue to be in full force and effect;

4.4 The execution and delivery by Borrower of this Consent and the performance by Borrower of its obligations under the Loan Agreement, do not contravene (i) any material law or regulation binding on or affecting Borrower, (ii) any material contractual restriction with a Person binding on Borrower, (iii) any order, judgment or decree of any court or other governmental or public body or authority, or subdivision thereof, binding on Borrower, or (iv) the organizational documents of Borrower;

4.5 The execution and delivery by Borrower of this Consent and the performance by Borrower of its obligations under the Loan Agreement, do not require any order, consent, approval, license, authorization or validation of, or filing, recording or registration with, or exemption by any governmental or public body or authority, or subdivision thereof, binding on Borrower, except as already has been obtained or made;

4.6 This Consent has been duly executed and delivered by Borrower and is the binding obligation of Borrower, enforceable against Borrower in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, liquidation, moratorium or other similar laws of general application and equitable principles relating to or affecting creditors' rights.

5. Loan Document. Borrower, Lenders and Collateral Agent agree that this Consent shall be a Loan Document. Except as expressly set forth herein, the Loan Agreement and the other Loan Documents shall continue in full force

and effect without alteration or amendment. This Consent and the Loan Documents represent the entire agreement about this subject matter and supersede prior negotiations or agreements.

6. Release by Borrower.

6.1 FOR GOOD AND VALUABLE CONSIDERATION, Borrower hereby forever relieves, releases, and discharges Collateral Agent and each Lender and their respective present or former employees, officers, directors, agents, representatives, attorneys, and each of them, from any and all claims, debts, liabilities, demands, obligations, promises, acts, agreements, costs and expenses, actions and causes of action, of every type, kind, nature, description or character whatsoever, whether known or unknown, suspected or unsuspected, absolute or contingent, arising out of or in any manner whatsoever connected with or related to facts, circumstances, issues, controversies or claims existing or arising from the beginning of time through and including the date of execution of this Consent solely to the extent such claims arise out of or are in any manner whatsoever connected with or related to the Loan Documents, the Recitals hereto, any instruments, agreements or documents executed in connection with any of the foregoing or the origination, negotiation, administration, servicing and/or enforcement of any of the foregoing (collectively “**Released Claims**”).

6.2 By entering into this release, Borrower recognizes that no facts or representations are ever absolutely certain and it may hereafter discover facts in addition to or different from those which it presently knows or believes to be true, but that it is the intention of Borrower hereby to fully, finally and forever settle and release all matters, disputes and differences, known or unknown, suspected or unsuspected in relation to the Released Claims; accordingly, if Borrower should subsequently discover that any fact that it relied upon in entering into this release was untrue, or that any understanding of the facts was incorrect, Borrower shall not be entitled to set aside this release by reason thereof, regardless of any claim of mistake of fact or law or any other circumstances whatsoever. Borrower acknowledges that it is not relying upon and has not relied upon any representation or statement made by Collateral Agent or Lenders with respect to the facts underlying this release or with regard to any of such party’s rights or asserted rights.

6.3 This release may be pleaded as a full and complete defense and/or as a cross-complaint or counterclaim against any action, suit, or other proceeding that may be instituted, prosecuted or attempted in breach of this release. Borrower acknowledges that the release contained herein constitutes a material inducement to Collateral Agent and the Lenders to enter into this Consent, and that Collateral Agent and the Lenders would not have done so but for Collateral Agent’s and the Lenders’ expectation that such release is valid and enforceable in all events.

7. Effectiveness. This Consent shall be deemed effective as of the date hereof upon the due execution of this Consent by the parties hereto.

8. Counterparts. This Consent may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same instrument. Delivery by electronic transmission (e.g. “.pdf”) of an executed counterpart of this Consent shall be effective as a manually executed counterpart signature thereof.

9. Governing Law. This Consent and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the State of New York.

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IN WITNESS WHEREOF, the parties hereto have caused this Consent Under Loan and Security Agreement to be executed as of the date first set forth above.

BORROWER:

CENTOGENE N.V.

By: /s/ Jose Miguel Coego Rios
Name: Jose Miguel Coego Rios
Title: Chief Financial Officer

CENTOGENE GMBH

By: /s/ Jose Miguel Coego Rios
Name: Jose Miguel Coego Rios
Title: Managing Director (*Geschäftsführer*)

By: /s/ Peter Bauer
Name: /s/ Peter Bauer
Title: Managing Director (*Geschäftsführer*)

CENTOSAFE B.V.

By: /s/ Jose Miguel Coego Rios
Name: Jose Miguel Coego Rios
Title: Chief Financial Officer

CENTOGENE US, LLC

By: /s/ Debashree Ganguly
Name: Debashree Ganguly
Title: Managing Director

COLLATERAL AGENT:

OXFORD FINANCE LLC

By: /s/ Colette H. Featherly

Name: Colette H. Featherly

Title: Senior Vice President

LENDERS:

OXFORD FINANCE FUNDING I, LLC

By: /s/ Colette H. Featherly

Name: Colette H. Featherly

Title: Secretary

OXFORD FINANCE FUNDING XIII, LLC

By: /s/ Colette H. Featherly
Name: Colette H. Featherly
Title: Secretary

OXFORD FINANCE FUNDING 2020-1, LLC

By: /s/ Colette H. Featherly
Name: Colette H. Featherly
Title: Secretary

OXFORD FINANCE FUNDING XII, LLC

By: /s/ Colette H. Featherly
Name: Colette H. Featherly
Title: Secretary

OXFORD FINANCE CREDIT FUND II LP

By: Oxford Finance Advisors, LLC, its manager

By: /s/ Colette H. Featherly
Name: Colette H. Featherly
Title: Senior Vice President

OXFORD FINANCE CREDIT FUND III LP

By: Oxford Finance Advisors, LLC, its manager

By: /s/ Colette H. Featherly
Name: Colette H. Featherly
Title: Senior Vice President

Exhibit A

Form of PIC Joint Venture Agreement

Exhibit B

Form of PIC Loan Agreement

Exhibit C

Form of PIC Preemptive Rights Agreement

Exhibit D

Form of PIC Registration Rights Agreement

Exhibit E

Term Sheet

Exhibit F

Form of Subordination Agreement
