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 month of May 2024

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 office)

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 ☒ 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 May 12, 2024, Centogene N.V. (the "Company") entered into a series of related transactions with Pharmaceutical Investment Company ("PIC" or "Lifera"), a closed joint stock company incorporated pursuant to the laws of the Kingdom of Saudi Arabia ("KSA"), and Oxford Finance LLC ("Oxford"), the Company's senior lender. Pursuant to such transactions, the Company is entitled to receive (i) up to $15,000,000 in tranched cash payments pursuant to an accounts receivable financing with PIC (subject to satisfaction of specified conditions), $5,000,000 of which was paid to the Company on or about May 13, 2024, and (ii) twenty million Saudi Arabian Riyals (SAR 20,000,000) (or approximately $5.3 million, based on the currency exchange rate as of the date of this Form 6-K) in cash in exchange for modifications to the arrangements relating to the Company's previously announced joint venture with PIC, which amount is expected to be received by the Company in mid-May 2024. The Company intends to use such cash payments for working capital purposes. In connection with the foregoing, the Company and Oxford agreed to certain modifications to existing agreements between them. Such transaction are described further below.

KSA Receivables Transfer Agreement

On May 12, 2024, the Company completed an accounts receivable financing transaction (the "PIC AR Financing") with PIC. The terms of the PIC AR Financing are set forth in the KSA Receivables Transfer Agreement, which became effective as of May 12, 2024 (the "KSA Receivables Transfer Agreement"), and the accompanying Variation Agreement (the "KSA Receivables Variation Agreement," and together with the KSA Receivables Transfer Agreement, the "Receivables Agreement") between Centogene GmbH ("Centogene Germany"), the Company's wholly owned subsidiary, and PIC dated as of May 12, 2024.

Pursuant to the Receivables Agreement, PIC agreed to purchase rights to certain of Centogene Germany's accounts receivable in the KSA (each, a "KSA Receivable") for an aggregate purchase price of $15,000,000 (the "AR Purchase Price"). The AR Purchase Price is payable by PIC in three equal tranches of $5,000,000 (each, a "Tranche Payment"), with the first Tranche Payment having been paid on May 13, 2024 and the remaining two Tranche Payments to be paid on or about May 31, 2024 and June 30, 2024 (or, in each case, such other date agreed upon by the parties), subject to the satisfaction by the Company of certain conditions precedent set forth in the Receivables Agreement.

Centogene Germany shall be required to pay PIC an amount equal to the aggregate outstanding principal balance of the affected KSA Receivable if Centogene Germany breaches any representations, warranties or undertakings contained in the Receivables Agreement. Additionally, if the value of any KSA Receivable is subject to a downward adjustment arising from, among other things, Centogene Germany's failure to perform any agreement underlying such KSA Receivable or any set-off in respect of a claim by any person, then Centogene Germany shall be obligated to pay PIC an amount equal to such dilution in value.

The foregoing descriptions are qualified in their entirety by reference to the KSA Receivables Transfer Agreement, a copy of which is attached as Exhibit 99.1 hereto and is incorporated by reference herein, and the KSA Receivables Variation Agreement, a copy of which is attached as Exhibit 99.2 hereto and is incorporated by reference herein.

JV Share Purchase Agreement

On May 12, 2024, the Company and PIC entered into a share purchase agreement (the "Share Purchase Agreement") pursuant to which the Company agreed to sell to PIC 16,000 shares in the capital of Genomics Innovation Company Limited, a limited liability company organized under the laws of the KSA (the "JV"), representing 16% of the JV's total outstanding shares, for an aggregate purchase price of twenty million Saudi Arabian Riyals (SAR 20,000,000) (or approximately $5.3 million, based on the currency exchange rate as of the date of this Form 6-K) (the "Share Purchase Consideration"). The Company has retained a 4% equity position in the JV. The JV was formed by the Company and PIC pursuant to the previously announced joint venture agreement (the "Joint Venture Agreement") entered into between the Company and PIC on June 26, 2023, as amended by the variation agreement (the "JV Variation Agreement") between the Company and PIC on October 23, 2023.

The closing of the transactions contemplated by the Share Purchase Agreement is conditioned on the making of certain customary filings with the KSA Saudi Business Center and the KSA Ministry of Commerce, among other customary conditions. Under the terms of the Share Purchase Agreement, during the 24-month period following the six-month anniversary of the closing date of the share purchase, the Company shall have an option to purchase a number of shares in the JV equal to 16% of the aggregate number of shares outstanding at the time of exercise of such option (the "Call Option Shares") for a total purchase price (expressed in Saudi Riyals) equal to 20% *multiplied* by the total share capital of the JV contributed by the Company and PIC as shareholders of the JV. In connection with the Share Purchase Agreement, the Company relinquished its right appoint a manager to the JV's board of managers and waived certain management rights in the JV held by the Company set forth in the Joint Venture Agreement. The Company has retained its right under the Joint Venture Agreement to appoint a board observer to the board of managers of the JV.

The Share Purchase Agreement contains representations and warranties, other covenants, indemnification provisions and other terms and conditions customary for transactions of the type contemplated by the Share Purchase Agreement.

The foregoing description is qualified in its entirety by reference to the Share Purchase Agreement, a copy of which is attached as Exhibit 99.3 hereto and is incorporated by reference herein.

Variations to Company-Lifera JV Commercial Agreements

On May 12, 2024, the Company and the JV entered into a variation agreement (the "Consultancy Variation Agreement") to the Consultancy Agreement (the "Consultancy Agreement") between the Company and the JV, which was entered into on November 27, 2023 in connection with the formation of the JV. Pursuant to the Consultancy Variation Agreement, the first operational milestone fee payable to the Company under the Consultancy Agreement was reduced from twenty million Saudi Arabian Riyals (SAR 20,000,000) (or approximately $5.3 million, based on the currency exchange rate as of the date of this Form 6-K) to ten million Saudi Arabian Riyals (SAR 10,000,000) (or approximately $2.6 million, based on the currency exchange rate as of the date of this Form 6-K).

Also, on May 12, 2024, the Company and the JV entered into a variation agreement (the "IP License Variation Agreement") to the Technology Transfer and Intellectual Property License Agreement (the "IP License Agreement") between the Company and the JV, which was entered into on November 27, 2023 in connection with the formation of the JV. Pursuant to the IP License Variation Agreement, among other things, certain royalty fees payable to the Company were reduced from 2.5% of the JV's net revenue to 1% of the JV's net revenue.

The foregoing descriptions are qualified in their entirety by reference to the Consultancy Variation Agreement and the IP License Variation Agreement, copies of which are attached as Exhibits 99.4 and 99.5 hereto, respectively, and are incorporated by reference herein.

Second Amendment to Lifera Loan Agreement

On May 12, 2024, the Company and PIC entered into a Second Amendment (the "Second Loan Amendment") to the Convertible Loan Agreement, dated October 26, 2023 (as amended, the "Lifera Loan Agreement"), between the Company and PIC (as amended) to, among other provisions, bifurcate the existing conversion feature of the loan such that (i) an aggregate principal amount of $15,000,000 plus related conversion fees (the "First Amount"), shall convert on the earlier of April 1, 2025 or the date that is ten (10) days following the receipt by the Company and PIC of approval by the Committee on Foreign Investment in the United States (CFIUS) of the issuance of the Company's common shares upon conversion of the loan ("CFIUS Clearance"); and (ii) the remaining aggregate principal amount of $15,000,000 plus all accrued and unpaid interest and related conversion fees (the "Second Amount") shall convert on the second anniversary of the First Conversion. The Second Loan Amendment also adjusted the conversion price of the First Amount from $2.20 to $0.79 per common share (the "First Conversion"). The Second Amount shall continue to convert at the existing conversion price of $2.20 per common share (the "Second Conversion"). The Second Loan Amendment provides that in no event shall the number of Company common shares issued pursuant to any loan conversion pursuant to the Lifera Loan Agreement result in PIC holding in excess of 49% of the outstanding common shares of the Company, and the conversion price applicable to the Second Amount shall be increased to the extent required to ensure compliance with the foregoing. Following the First Conversion, and subject to PIC maintaining certain equity position thresholds in the Company (the "Nomination Right Condition"), PIC shall have the right to nominate a number of members of the supervisory board of the Company. The number of supervisory board members so nominated by PIC shall be equal to the nearest whole number arrived at by multiplying (x) the percentage of the Company's outstanding common shares then held by PIC and its permitted transferees by (y) the total number of supervisory board members (including the number of PIC nominees). Following the Second Conversion, PIC may be entitled to nominate additional members of the supervisory board using the same calculation, provide that in no event shall the number of supervisory board members nominated by PIC equal or exceed a majority of the members serving on the supervisory board. The Second Loan Amendment shall become effective upon, among other things, the Company's receipt of the Share Purchase Consideration under the Share Purchase Agreement.

The foregoing description is qualified in its entirety by reference to the Second Loan Amendment, a copy of which is attached as Exhibit 99.6 hereto and is incorporated by reference herein.

Amendment to Lifera Registration Rights Agreement

On May 12, 2024, the Company and PIC entered into an amendment (the "Registration Rights Amendment") to the Second Registration Rights Agreement (the "Registration Rights Agreement") dated October 26, 2023. Pursuant to the Registration Rights Amendment, the Company shall not be required to file a registration statement usable for the resale or other transfer of the Company's common shares to be issued upon conversion of the loan pursuant to the Lifera Loan Agreement until the date that is fifteen (15) days following the receipt of CFIUS Clearance (the "Registration Statement Effectiveness Deadline Date"). Additionally, if at the time of receipt of CFIUS Clearance the Company is not required to file reports under Section 13 or Section 15(d) of the Securities Exchange Act of 1934, then the Registration Statement Effectiveness Deadline Date shall be fifteen (15) days following the date on which the Company becomes required to file such reports.

The foregoing description is qualified in its entirety by reference to the Registration Rights Amendment, a copy of which is attached as Exhibit 99.7 hereto and is incorporated by reference herein.

Oxford Limited Waiver, Consent, and Amendment to Oxford Loan and Security Agreement

On May 12, 2024, the Company and Oxford entered into a limited waiver, consent and fourth amendment (the "Fourth Amendment") to the existing Loan and Security Agreement dated January 31, 2022 (as amended from time to time, the "Loan and Security Agreement"). Pursuant to the Fourth Amendment, Oxford (a) consented to permit the Share Purchase Agreement, the Consultancy Variation Agreement, the IP License Variation Agreement, the Second Loan Amendment (together with the previously disclosed amendment to the Lifera Loan Agreement dated April 23, 2024), the KSA Receivables Transfer Agreement (as amended by the KSA Receivables Variation Agreement) and the Registration Rights Amendment (collectively, the "Lifera Transaction Documents") and the transactions contemplated by the foregoing and (b) agreed to waive events of default under the Loan and Security Agreement with respect to the Company's delayed 20-F filing and alleged actions taken by the Company in connection with the negotiation of certain Lifera Transaction Documents.

Additionally, the Fourth Amendment provides that the Loan and Security Agreement shall be amended to (a) extend the period of time in which the Company has to deliver its audited consolidated financial statements for its fiscal year ended December 31, 2023, (b) remove a delisting of the Company's common shares from Nasdaq as an event of default and (c) include additional covenants requiring the Company to (i) on or prior to May 22, 2024 and at all times thereafter until the Company consummates a strategic transaction pursuant to its announced strategic review process or achieves positive cash flow, engage a financial consultancy firm and chief restructuring/transformation officer, and (ii) achieve certain near-term milestones with respect to the Company's announced pursuit of strategic alternatives.

On May 12, 2024, the Company and Oxford entered into a success fee agreement (the "Success Fee Agreement"). The Success Fee Agreement provides that, upon a trigger event, the Company shall pay Oxford a fee for each term loan advanced by the lenders under the Loan and Security Agreement, which shall be equal to 2% *multiplied* by the original principal amount of such term loan. The trigger events under the Success Fee Agreement, include, but are not limited to, the Company's market capitalization exceeding $125,000,000 for ten (10) consecutive trading days or the Company consummating a change of control transaction or series of related transactions.

The foregoing descriptions are qualified in their entirety by reference to the Fourth Amendment and the Success Fee Agreement, copies of which are attached as Exhibits 99.8 and 99.9 hereto, respectively, and which are incorporated by reference herein.

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: May 15, 2024

CENTOGENE N.V.

By: /s/ Jose Miguel Coego Rios
Name: Jose Miguel Coego Rios
Title: Chief Financial Officer

Exhibit Index

Exhibit	Description of Exhibit
99.1	KSA Receivables Transfer Agreement, dated April 23, 2024.
99.2	KSA Receivables Variation Agreement, dated May 12, 2024.
99.3	Share Purchase Agreement, dated May 12, 2024.
99.4	Consultancy Variation Agreement, dated May 12, 2024.
99.5	IP License Variation Agreement, dated May 12, 2024.
99.6	Second Loan Amendment, dated May 12, 2024.
99.7	Registration Rights Amendment, dated May 12, 2024.
99.8	Fourth Amendment, dated May 12, 2024.
99.9	Success Fee Agreement, dated May 12, 2024.

Exhibit 99.1

Execution Version

DATED April 23, 2024

CENTOGENE GMBH

And

PHARMACEUTICAL INVESTMENT COMPANY

KSA RECEIVABLES TRANSFER AGREEMENT

LATHAM&WATKINS
Al-Tatweer Towers, 7th Floor, Tower 1
King Fahad Highway
P.O. Box 17411
Riyadh 11484, Saudi Arabia
www.lw.com

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THIS KSA RECEIVABLES TRANSFER AGREEMENT (the "**Agreement**") is made on April 23, 2024,

BETWEEN

(1) **CENTOGENE GMBH**, a limited liability company incorporated under the laws of Germany, having its registered office at Am Strande 7, 18055 Rostock, Germany, and registered with the commercial register at the local court of Rostock under registration no. HRB 14967, ("**Centogene**"); and

(2) **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**");

each a "**Party**" and together the "**Parties**".

WHEREAS:

(A) PIC and Centogene's parent company, 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**"), have entered into a Loan Agreement dated October 26, 2023 (the "**Loan Agreement**") under which PIC extended to NV a $30.0 million U.S. Dollars loan (the "**Loan**").

(B) On the date hereof PIC and NV have agreed a term sheet setting out certain amendments to the Loan Agreement and other ancillary agreements (the "**Loan Amendments**").

(C) In consideration of the Loan Amendment and at the request of Centogene, PIC has agreed to acquire and Centogene has agreed to transfer to PIC, from time to time, all of its respective right, title, benefit and interest in, to and under all amounts receivable under the KSA Agreements as further described in Schedule 1 (the "**KSA Receivable**") and their Related Rights (as defined below) now existing or hereafter originated.

(D) The Parties wish to transfer the KSA Receivables and Related Rights as described in Recital (C) in accordance with the terms, and subject to the conditions, set out in this Agreement.

(E) It is the intention of the Parties that the transfer of KSA Receivables and Related Rights in accordance with this Agreement is intended to constitute an absolute transfer of the KSA Receivables and Related Rights from Centogene to PIC, without recourse to Centogene, with the full benefits of ownership of the KSA Receivables and Related Rights to vest in PIC absolutely.

IT IS AGREED as follows:

1. **DEFINITIONS AND INTERPRETATION**

Definitions and Interpretation

1.1 In this Agreement:

"**Business Day**" means a day (other than a Friday, Saturday or Sunday) which is a day for trading by and between banks in deposits denominated in the relevant currency in Frankfort and Riyadh;

"**Closing Date**" means the date on which all Conditions Precedent are confirmed to have been satisfied or otherwise waived by PIC in accordance with this Agreement;

"**Collections**" means, in respect of any KSA Receivable as follows:

(a) all cash collections and other cash proceeds of the KSA Receivable in respect of the relevant KSA Agreement, including, without limitation, all finance charges (if any), all VAT (if any) and cash proceeds of any Related Rights;

(b) any proceeds received by Centogene from insurance policies; and

(c) any cash collections and proceeds received as recoveries in respect of defaulted KSA Receivables, including where collected via a debt collection agency;

"**Commercial Court**" means the Commercial Court and any renamed or successor dispute-settlement forum at any time serving as the commercial court system of the Kingdom of Saudi Arabia;

"**Dilution**" means, in respect of any KSA Receivable, an amount equal to:

(a) any payment, rebate, discount, or price or quantity adjustment of that KSA Receivable which has arisen due to:

(i) defective, rejected or returned goods or services or otherwise to any failure by Centogene to perform under any related KSA Agreement;

(ii) any change in the terms of, or cancellation of, a KSA Agreement or any rebate, administrative fee, discount, refund, non-cash payment, chargeback, allowance or any billing or other adjustment by Centogene; or

(b) any set-off or off-set in respect of a claim by any person (whether such claim arises out of the same or a related transaction or an unrelated transaction); and

(c) any set-off or off-set, withholding, defence or counterclaim, made by the relevant KSA Obligor with respect to the KSA Receivable (whether such claim arises out of the same or a related or unrelated transaction);

"**Dispute**" has the meaning given to it in Clause 10.2;

"**Insolvency Event**" means, with respect to a person, that person:

(a) is dissolved (other than pursuant to a solvent consolidation, reorganisation amalgamation or merger);

(b) becomes insolvent, including pursuant to sec. 17, 18 and/or 19 of the German Insolvency Code (Insolvenzordnung), or is otherwise or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due;

(c) makes a general assignment, arrangement or composition with or for the benefit of its creditors (other than pursuant to a solvent consolidation, reorganisation, amalgamation or merger);

(d) institutes or has instituted against it, by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organisation or the jurisdiction of its head or home office, a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official;

(e) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition is instituted or presented by a person or entity not described in paragraph (e) above and: (i) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation; or (ii) is not dismissed, discharged, stayed or restrained in each case within 30 days of the institution or presentation thereof;

(f) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a solvent consolidation, amalgamation or merger);

(g) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets (other than, for so long as it is required by law or regulation not to be publicly disclosed, any such appointment which is to be made, or is made, by a person or entity described in paragraph (e) above);

(h) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 30 days thereafter;

(i) causes or is subject to any event with respect to it, which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in paragraphs (a) to (i) above; or

(j) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

"**KSA Agreement**" means the agreements set out in Schedule 2 (*KSA Agreements*).

"**KSA Obligor**" means a counterparty to a KSA Agreement, including any distributor.

"**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 NV and its subsidiaries taken as a whole, or (b) the ability of NV or Centogene to perform its obligations under this Agreement, in each case excluding any effect resulting from 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 or any resulting de-listing of the shares of NV (it being understood that the facts or causes underlying or contributing to such failure, including, without limitation, any decline in stockholders' equity, maybe considered in determining whether a Material Adverse Change has occurred unless otherwise excluded pursuant to any of the other clauses of this definition);

"**Oxford Loan**" means the Loan and Security Agreement, dated as of January 31, 2022 among NV, certain subsidiaries of NV, 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;

"**Related Rights**" means, in respect of any KSA Receivable:

(a) all deposits, guarantees, rights under any insurance policy written for the benefit of Centogene, indemnities, warranties and other agreements or arrangements of whatever character from time to time supporting or securing payment of that KSA Receivable, to the extent transferable in accordance with their terms and under applicable law;

(b) all rights to receive and obtain payment under a KSA Agreement relating to the relevant KSA Receivable (including, without limitation, any right to demand, sue for, recover, receive and give receipts for payment of any amount or any other right to enforce against the relevant KSA Obligor in so far as it relates to the KSA Receivable);

(c) any contractual rights Centogene may have to enforce, or giving rise to a cause of action in respect of, any KSA Receivable, which may exist as at the origination date of the relevant KSA Agreement or at any time in the future; and

(d) all proceeds (including, any Collections), however arising, of the payment or repayment, sale or other disposal (including for debt management purposes) or enforcement of, or dealing with, decree or judgment relating to the KSA Receivable and any pledge, retention of title or other security for its payment.

"**Restricted Uses**" means any of the following:

(a) the declaration, making or payment of any dividend;

(b) the distribution, repurchase, repayment, redemption or return of any share capital or loan stock;

(c) the payment of any sum to, or entering into any transaction with any directors, officers or employees of Centogene or NV unless disclosed in writing to PIC prior to the date hereof and PIC has consented to the same;

(d) the payment of any bonuses or other incentives to any employee, former employee, or to any other person unless disclosed in writing to PIC prior to the date hereof and PIC has consented to the same;

(e) the upward revision of the terms of remuneration of any employee otherwise than in accordance with past practice;

(f) the making of any gift or other gratuitous payment with an aggregate value above SAR 25,000;

(g) any other expenditures not in the ordinary course of business;

(l) the making of or entering into of any agreement or arrangement relating to any of the foregoing matters; and

"**SCCA**" has the meaning given to it in Clause 10.2.

Third Party Rights

1.2 No person shall have rights to enforce any of the terms of this Agreement unless it is a party to this Agreement.

Satisfaction of Conditions Precedent

1.3 This Agreement will come into effect on the Closing Date upon confirmation by PIC that the following conditions precedent (the "**Closing Conditions Precedent**") have been satisfied or waived by PIC:

(a) In respect of Centogene and NV:

(i) a solvency certificate or equivalent declaration as at the date hereof; and

(ii) certified copies of:

(A) the KSA Agreements and related purchase orders, invoices, and evidence of completion of services and all other documentations related to the KSA Receivables;

(B) the NV audited unqualified consolidated annual accounts for 2023 (20--F);

(iii) Executed resolutions in respect of this Agreement and the transactions contemplated thereby together with a copy of the internal approval provided by the supervisory and management boards of directors (or, if applicable, the shareholders):

(A) approving the terms of, and the transactions contemplated by, this Agreement and resolving that it executes this Agreement;

(B) authorising a specified person or persons to execute this Agreement to on its behalf; and NV and any unaudited financial statements produced subsequently.

(b) NV shall have received the consent under the Oxford Loan to the transactions contemplated by this Agreement and the Loan Amendments which shall be in full force and effect and in form and substance reasonably satisfactory to PIC;

(c) Centogene shall have provided written notice, in form and substance acceptable to PIC, with each KSA Obligor and Centogene's distributor in KSA, Saudi Ajal, to irrevocably authorize and instruct it (and obtain its written acknowledgement) to transfer all future collections of the purchased KSA Receivables directly to the bank account indicated by PIC, and providing that PIC shall have the exclusive right to take enforcement action in respect of any non-payment of any purchased KSA Receivable;

(d) execution of the definitive documents relating to Loan Amendments;

(e) 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; and

(f) Centogene 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 this Agreement and each of the foregoing shall be in full force and effect and in form and substance reasonably satisfactory to PIC;

1.4 PIC's obligation to pay the Tranche Purchase Price on each Tranche Payment Date shall be subject to the satisfaction or waiver by PIC of the following additional conditions precedent (the "**Payment Conditions Precedent**"):

(a) The relevant KSA Obligors have confirmed the following in writing with respect to the KSA Receivable being transferred on such Tranche Payment Date:

(i) the full amount of such KSA Receivable;

(ii) that such KSA Receivables have not been repudiated or otherwise challenged by it or by any other relevant person, including hospitals receiving the services from Centogene;

(iii) that all related services related to such KSA Receivable has been received by it or other relevant recipients, including hospitals and that Centogene has no further obligations with respect to such KSA Receivable under the relevant SA Agreements;

(b) Centogene providing:

(i) certified confirmation of the projected use of the proceeds of the Tranche Purchase Price which shall not include Restricted Uses,

(ii) certified confirmation that NV has met the business plan targets set out in Schedule 3 (Business Plan Target) and related progress reports, in each case to the reasonable satisfaction of PIC;

(iii) on a monthly basis from the date hereof a management presentations with details of P&L, Revenues, Expenses, Working Capital with Cash position, in each case to the reasonable satisfaction of PIC;

(iv) on a weekly basis from the date hereof the cash projections for the upcoming 13 weeks, in each case to the reasonable satisfaction of PIC;

(c) the representations, warranties and covenants of Centogene in Schedule 4 hereof are true and correct in all material respects;

(d) Centogene shall have performed and complied in all respects with such agreements and covenants required to be performed and complied with prior to the relevant Tranche Payment Date; and

(e) no event shall have occurred which would cause, or be reasonably likely to cause, any Material Adverse Effect or an Insolvency Event to occur on or prior to the Tranche Payment Date.

2. TRANSFER OF KSA RECEIVABLES

Agreement to transfer KSA Receivables

2.1 In consideration of the Tranche Purchase Price and subject to the satisfaction of the Closing Conditions Precedent and Payment Conditions Precedent and in accordance with the terms and conditions set out in this Agreement, Centogene agrees to sell, assign, and transfer to PIC, and PIC agrees to the transfer of, all of Centogene's right, title, benefit and interest, present and future, in, to and under, all KSA Receivables and Related Rights.

2.2 PIC agrees to purchase each KSA Receivable for its face value of as at the date of purchase provided that the aggregate amount payable for all KSA Receivable (the "**Purchase Price**") shall not exceed USD 15,000,000 and shall be paid to the bank account notified by Centogene in three tranches (each a "**Tranche Purchase Price**") as follows:

(a) up to USD 5,000,000 million (the "**First Tranche Purchase Price**") on April 30, 2024, or such later date agreed by the Parties (the "**First Tranche Payment Date**") with respect to the KSA Receivables Set out in Part I of Schedule 1 (the "First Tranche") upon satisfaction of the Payment Conditions Precedent with respect to the First Tranche;

(b) up to USD 5,000,000 million (the "Second Tranche Purchase Price") on May 31, 2024, or such later date agreed by the Parties (the "Second Tranche Payment Date") with respect to the KSA Receivables Set out in Part II of Schedule 1 (the "Second Tranche") upon satisfaction of the Payment Conditions Precedent with respect to the Second Tranche;

(c) up to USD 5,000,000 million (the "Third Tranche Purchase Price") on June 30, 2024, or such later date agreed by the Parties (the "Third Tranche Payment Date" and together with the First Tranche Payment Date and Second Tranche Payment Date, the "Tranche **Payment Date**") With respect to the KSA Receivables Set out in Part III of Schedule 1 (the "**Third Tranche**") upon satisfaction of the Payment Conditions Precedent with respect to the Third Tranche.

Transfer of title to KSA Receivables

2.3 Centogene's present and future right, title and interest in, to and under each KSA Receivable and Related Rights transferred in accordance with Clause 2.1 (*Agreement to transfer KSA Receivables*) is hereby transferred to PIC upon payment of the relevant Tranche Purchase Price.

2.4 Except as expressly set out in this Agreement (including in respect of Deemed Collections), PIC agrees that it bears the risk of collection and that in the event of non-payment by the relevant KSA Obligors, PIC will have no right to claim payment from Centogene and it will not seek recourse against Centogene for any unpaid amount or invoices related to the KSA Receivables.

Use of Proceeds

2.5 Centogene shall not use the proceeds of the Purchase Price for any Restricted Use.

3. **PROTECTION OF INTERESTS**

3.1 Centogene hereby agrees and acknowledges that, if PIC determines that any action is necessary for the protection of its interests in the KSA Receivables, PIC shall be entitled to take any action which it reasonably considers to be necessary in order to protect, preserve or enforce PIC's rights against the KSA Obligors in respect of KSA Receivables.

3.2 Centogene undertakes that if, following notification to a KSA Obligors of the transfer of KSA Receivables owed by such KSA Obligor made in accordance with the terms of this Agreement, and such KSA Obligor contacts Centogene, it shall confirm to that KSA Obligor the transfer of the relevant KSA Receivable, that PIC is entitled to all amounts owed in respect of that KSA Receivable and that the KSA Obligor should comply with any payment instructions received from PIC.

3.3 Centogene hereby agrees and acknowledges that PIC may notify a KSA Obligor of the transfer of KSA Receivables owed by such KSA Obligor on or at any time.

3.4 Without prejudice to the transfer by Centogene of its right, title, benefit and interest, present and future, in, to and under any KSA Receivables to PIC in accordance with Clause 2 (*Transfer of KSA Receivables*), any notice delivered to a KSA Obligor in accordance with this Clause 3 is intended to ensure that a full legal assignment of such KSA Receivable has occurred.

4. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

Representations And Warranties Of Centogene

4.1 Centogene represents and warrants to PIC on the Closing Date and each Tranche Payment Date Date and each Monthly Payment Date on the terms set out in with reference to the facts and circumstances then subsisting and Centogene undertakes to notify PIC as soon as reasonably practicable if it becomes aware of any breach of any representation or warranty.

5. COLLECTIONS AND PAYMENT DIRECTIONS

Payment Directions

5.1 Centogene shall instruct KSA Obligors to make all payments in respect of the KSA Receivables directly into the bank account notified by PIC.

Ownership and Application of Collections

5.2 Each of Centogene and PIC acknowledges and agrees that PIC shall, upon the transfer of any KSA Receivable and Related Rights to it in accordance with Clause 2.2, have all the rights of ownership and property in respect of that KSA Receivable and Related Rights, including but not limited to the related Collections; and

6. REMEDIES FOR BREACH OF REPRESENTATION AND WARRANTY

Deemed Collections

6.1 If on any day:

(a) any representation or warranty or undertaking relating to any KSA Receivable or the related KSA Agreement with a KSA Obligor as set out in Schedule 4 (*Centogene Representations, Warranties and Undertakings*) proves not to have been true and correct or is in material breach as at the Tranche Payment Date of the affected KSA Receivable;

(b) it proves to be the case that any KSA Receivable never existed; or

(c) a Dilution arises in respect of any KSA Receivable which causes the aggregate of all Dilutions in respect of the KSA Receivables to exceed the amount equal to five per cent. (5%) of the Purchase Price,

an amount shall be due and payable by Centogene to PIC (a "**Deemed Collection**") in an amount equal to the aggregate outstanding principal balance of the affected KSA Receivable or in the case of a Dilution, an amount equal to the amount of the Dilution.

Payments in respect of Deemed Collections

6.2 If a Deemed Collection is deemed to have arisen in accordance with Clause 6.1 (*Deemed Collections*), Centogene shall pay to PIC on the fifth Business Day after the date on which the Deemed Collection has arisen, an amount equal to the Deemed Collection.

Remedy of Breach

6.3 The payment by Centogene in full when due of the amounts payable in respect of any KSA Receivable under Clause 6.2 (*Payments in respect of Deemed Collections*) will remedy any breach or default listed in Clause 6.1 (*Deemed Collections*) in respect of that KSA Receivable up to the amount of the Deemed Collection.

Accounting for Collections

6.4 To the extent that Centogene has made a payment to PIC in respect of a KSA Receivable in accordance with Clause 6.2 (*Payments in respect of Deemed Collections*) and an actual Collection is subsequently received by PIC in respect of such KSA Receivable, PIC will pay to Centogene an amount equal to the actual Collection so received in respect of that KSA Receivable.

7. PAYMENTS TO CENTOGENE

If a KSA Obligor owing a payment obligation in respect of a KSA Receivable makes a general payment to Centogene on account both of a KSA Receivable and of any other moneys due for any reason whatsoever to Centogene and makes no apportionment between them then that payment shall be treated as though the person had appropriated the amount first, to the KSA Receivable and second, to the other amount.

8. PARTIAL INVALIDITY

If, at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

9. **GOVERNING LAW**

This Agreement and any non-contractual obligations arising out of or in connection with it are governed by the laws of the Kingdom of Saudi Arabia.

10. **DISPUTE RESOLUTION**

10.1 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. The Parties agree, save as otherwise agreed in writing by the Disputing Parties, that the negotiations shall not exceed fifteen (15) days from the date of the start of such negotiations.

10.2 Notwithstanding the provisions of paragraph 10.110.1 above, any Dispute arising out of, or in connection with, this Agreement shall be finally administered by the Saudi Center for Commercial Arbitration ("**SCCA**") 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, Centogene shall appoint one (1) arbitrator and the SCCA shall appoint one (1) 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 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 and the content of any award rendered in connection with such proceeding shall be kept confidential by the Parties.

SCHEDULE 1

KSA RECEIVABLES

SCHEDULE 2

KSA AGREEMENTS

Execution Version of the KSA Receivables Transfer Agreement between Centogene GMBH and Pharmaceutical Investment Company

SCHEDULE 3

BUSINESS PLAN TARGET

SCHEDULE 4

CENTOGENE REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

Part 1

Corporate Representations and Warranties

The following representations and warranties are given with respect to both Centogene and NV:

1 **Status**:

(a) it is duly incorporated and validly existing under the laws of its jurisdiction of incorporation; and

(b) it has all requisite power and authority to own its property and assets and to carry on its business as now conducted and as proposed to be conducted and is qualified to do business in each jurisdiction in which it operates its business;

2 **Capacity and Authority**: the execution, delivery and performance by it of this Agreement and any other documents to be delivered by it in accordance herewith:

(a) are within its corporate powers;

(b) have been duly authorised by all necessary corporate action;

(c) do not and shall not contravene or breach or constitute a default under or contained in:

(i) any applicable law; or

(ii) any document which contains or establishes its constitution; or

(iii) any contractual restriction binding on or affecting it or its property; or

(iv) any other contractual or legal obligation, covenant or undertaking given by it; or

(v) any order, writ, judgment award, injunction or decree binding on or affecting it or its property, which, in each case, would be material to the performance of its obligations under this Agreement; and

(d) do not result in or require the creation of any encumbrance upon or with respect to any KSA Receivable or any Related Rights;

3 **Authorisation**: all acts, conditions and things required to be done, fulfilled and performed by it in order:

(a) to enable it lawfully to enter into this Agreement;

(b) to enable it lawfully to exercise its rights under and perform and comply with the obligations expressed to be assumed by it in this Agreement;

(c) to ensure that the obligations expressed to be assumed by it in this Agreement are legal, valid, binding and enforceable against it; and

(d) to make this Agreement admissible in evidence in a the relevant jurisdictions, have been done, fulfilled and performed and are in full force and effect or, as the case may be, have been effected and no steps have been taken to challenge, revoke or cancel any such authorisation obtained or effected;

4 **Consent and licences:**

(a) all authorisations, consents, licences, filings, approvals and permissions (each, an "**Authorisation**") required to enable it to duly execute, deliver, exercise its rights under and perform its obligations under the KSA Agreements to which it is or shall be a party or any other document to be delivered by it have been (or shall prior to its entry into those documents) obtained or effected and are (or shall be) in full force and effect;

(b) all Authorisations necessary for the conduct of its business, trade and ordinary activities have been obtained or effected and are in full force and effect; and

(c) it has maintained in all material respects all records required to be maintained by any applicable governmental authority and that are necessary for the performance of its obligations under the KSA Agreements;

5 **Compliance with laws**: it has complied in all material respects with all applicable laws which are applicable and/or binding on it and that are necessary for the performance of its obligations under this Agreement and the KSA Agreements;

6 **Binding obligations**: this Agreement has been duly executed and delivered by it and constitutes the legal, valid and binding obligation of it enforceable against it in accordance with its terms subject to general equitable principles and applicable bankruptcy, insolvency, moratorium or other similar laws affecting the rights of creditors generally;

7 **Non-conflict with other obligations:** the entry by Centogene into and the execution (and, where appropriate, delivery) of this Agreement and the performance by Centogene of its obligations under this Agreement do not and will not, conflict with or constitute a breach or infringement by Centogene of (i) its articles of association and/or other constitutional documents; or (ii) any agreement, indenture, contract, mortgage, deed or other instrument to which it is a party or which is binding on it or any of its assets, where such conflict, breach, infringement or default may have a Material Adverse Effect on Centogene;

8 **Insolvency**: no Insolvency Event with respect to it has occurred and is continuing and no insolvency proceedings in respect of it or its assets have been commenced or, to its knowledge, are pending or threatened against it. It shall not be subject to any insolvency event nor any insolvency proceedings in consequence of any sale of KSA Receivables or any other obligation or transaction contemplated in this Agreement;

9 **Arm's length transactions**: it has entered into this Agreement in good faith for its benefit and on arm's length commercial terms and no sale of KSA Receivables constitutes a transaction at an undervalue;

10 **Anti-corruption and Anti-money laundering:** it has not, nor has any director, officer, nor, so far as it is aware, any agent or employee of it nor has any person acting on its behalf engaged in any activity or conduct which would violate any applicable anti-corruption laws or any anti-money laundering laws or regulation or any other law dealing with the proceeds of crime and it has instituted and maintains policies designed to prevent violation of such anti-money laundering laws by it.

11 **Financial Statements:**

(a) its most recently delivered audited financial statements (including the income statement and balance sheet) have been prepared on a basis consistently applied in accordance with the relevant accounting standards and present fairly its results for the relevant period and the state of its affairs as at the relevant accounting reference date;

(b) the budgets and forecasts supplied under its most recently delivered audited financial statements were arrived at after careful consideration and have been prepared in good faith on the basis of recent historical information and on the basis of assumptions which were reasonable as at the date they were prepared and supplied; and

(c) since the date of the most recent financial statements delivered, there has been no material adverse change in it business, assets or financial condition;

15. **No litigation**: there is not one or more pending or threatened actions, investigations or proceedings to which it is a party before any court, governmental agency, arbitrator or arbitral tribunal in any jurisdiction, which if adversely decided may have a material adverse impact on its business;

16. **No judgment**: there is not one or more judgments, decrees or orders of a court, arbitral body or agency which have been made against Centogene, where the aggregate amount of the judgments, decrees or orders of a court which if adversely decided may have a material adverse impact on its business; and

17. **No Material Adverse Effect:** there has been no change in its business or operations which has had a Material Adverse Effect;

18. Information:

(a) none of the written information furnished by it or on its behalf in connection with the transactions contemplated by this Agreement is inaccurate in any respect, or contains any misstatement of fact or, to its knowledge, omits to state a fact or any fact necessary to make the statements not misleading as at the date it was provided or as at the date it is stated to be given and it is not aware of any fact, information or circumstance the omission of which from that information would affect any assessment of the rights being acquired in relation to any KSA Receivable, the enforceability or collectability of any KSA Receivable or the transactions and arrangements contemplated hereby;

(b) any factual information provided by it for the purposes of the due diligence was true and accurate in all material respects as at the date it was provided or as at the date (if any) at which it is stated;

(c) nothing has occurred or been omitted from the information provided for the purposes of the due diligence and no information has been given or withheld that would in either case cause the results of the due diligence be untrue or misleading in any material respect; and

(d) all other written or oral information provided by it (including its advisers) in the context of the due diligence was true, complete and accurate in all material respects as at the date it was provided and is not misleading in any respect;

Part 2
Representations and Warranties relating to the KSA Agreements and KSA Receivables

1. **Ownership of Receivables:**

   (a) it owns and has at all times owned the entire interest in such KSA Receivable and the KSA Agreement under which it arises;

   (b) it has never permitted any encumbrance to be created over or to subsist in relation to such KSA Receivable and such KSA Agreement; and

   (c) it is entitled to sell and assign and it is selling and assigning the KSA Receivable to PIC free from any encumbrance;

2. **Transfer and good title:** on the date any KSA Receivable is transferred, PIC will have full, marketable and unencumbered title in and to the KSA Receivable and its related KSA Agreement subject to any notice being given to the relevant KSA Obligor and, subject to giving such notice to that KSA Obligor, no further act, condition or thing shall be required to be done and, in particular, no acknowledgement by the KSA Obligor in connection with such assignment or assignation or holding in trust in order to enable the PIC to require payment of the KSA Receivable to itself, or to enforce any such right in court;

3. **Valid and binding**: the KSA Agreement under which the KSA Receivable arises evidences the entire agreement between the relevant KSA Obligor in respect of the KSA Agreement and the KSA Receivable constitute legal, valid and binding obligations of the relevant KSA Obligor in accordance with the terms of the KSA Agreement, subject to general equitable principles and applicable bankruptcy, insolvency, moratorium or other similar laws affecting the rights of creditors generally;

4. **Modifications to KSA Agreement and confidentiality**: the KSA Agreement under which the KSA Receivable arises:

   (a) has not been extended, rewritten or otherwise modified for credit related reasons from its original terms other than any modifications for the purpose of protecting the interest of PIC; and

   (b) does not contain any confidentiality provisions which may prejudice the sale or enforceability or collectability of the KSA Receivable or the Related Rights or the creation or enforceability by PIC of a first priority security interest over it;

5. **No default or event of default:**

   (a) it is not in default of any of its obligations in any material respect under any KSA Agreement;

   (b) all payments due by it to its distributor in KSA, Saudi Ajal or any other KSA Obligor are fully paid and settled;

   (c) no event of default is continuing or is reasonably likely to result from the entry into, the performance of any KSA Agreement; and

   (d) no other event or circumstance is outstanding which constitutes a contravention of, or default under, any law, statute, decree, rule, regulation, order, judgment, injunction, decree, resolution, determination or award by which it or any of its assets is bound or affected;

6. **Information**: all written information and statements of any kind in respect of the KSA Receivables (including any information or statements provided as evidence of or relating to the title in and to any KSA Receivable), supplied before or after the Closing Date by it is, when taken together, true, accurate, correct, complete and not misleading;

7. **Data protection**: the disclosure of information relating to the KSA Obligor of each KSA Receivable as contemplated by, and for the purpose envisaged by, This Agreement is not contrary to any data protection laws;

8. **Misrepresentation, duress**: the KSA Agreement under which the KSA Receivable arises was not entered into as a consequence of any conduct by it, its directors, officers, employees or agents, constituting fraud, fraudulent misrepresentation, negligent misrepresentation, duress or undue influence or, to the best of its knowledge and belief, innocent misrepresentation;

9. **Segregation of KSA Receivables**: it maintains books or other records and IT systems in relation to the KSA Receivables clearly identifying each KSA Receivable as having been sold and transferred to PIC and clearly distinguishing and segregating such KSA Receivables from other KSA Receivables or Related Rights held or administered by it;

10. **No Adverse Selection of KSA Receivables**: it shall ensure that there is no selection of KSA Receivables to be offered for sale and transfer to the PIC on a basis which is adverse to the interests of PIC;

11. **Records**: it has or has caused to be maintained records relating to each KSA Receivable which are accurate and complete in all material respects and which are adequate so as to enable such KSA Receivable to be objectively identified and enforced by PIC in its own name and for its own account against the relevant KSA Obligor and such records are held by it or to its order;

12. **Electronic Records of Receivables**: in respect of each KSA Receivable, the principal balance is the amount recorded in the electronic systems of Centogene by reference to the KSA Agreement ID and each KSA Receivable is transferred at face value;

13. **Withholding tax**: no KSA Receivable or its Related Rights (or payment in respect of the same) is subject to any withholding or deduction on account of tax;

14. **Revenue Recognition**: it has adequately followed its revenue recognition and accounting policies with respect to the KSA Receivables in the period during which the KSA Receivable was accrued;

15. **Not non-performing**: on the date any KSA Receivable is transferred, it is not an obligation which is non-performing when assessed in accordance with its contractual repayment terms.

Part 3
Centogene Undertakings

General Undertakings

1. **Authorisations, approvals and consents**: it shall:

   (a) obtain, make, take and keep in force or maintain all authorisations, approvals, consents, licences, exemptions, registrations, recordings, filings, or notarisations which are necessary for the performance of its function, duties and obligations under this Agreement and to ensure the validity, legality, or enforceability of its obligations under this Agreement and the rights of PIC under the this Agreement; and

   (b) perform its obligations under this Agreement in such a way as to not prejudice the continuation of any authorisation, approval, consent, licence, exemption, registration, recording, filing, or notarisation;

2. **Compliance with laws**: it shall comply with:

   (a) its articles of incorporation, by-laws or other organisational or governing documents;

   (b) any law, treaty, rule or regulation, or determination of an arbitrator or a court or other governmental authority, in each case applicable to or binding upon it and it has in place a compliance framework appropriate for its size and complexity;

   (c) all provisions of any encumbrance issued by it or of any agreement, instrument or other undertaking to which it is a party or by which it is bound; and

   (d) the data protection laws;

3. **Change in business**: it shall not make any material change in the character of its business;

Information Undertakings

4. **Delivery of Financial Statements**: it shall deliver to PIC information relating to the financial condition of Centogene and NV, as soon as the same becomes available**;**

5. **Other Information:** it shall ensure that any other information which it provides at any time to PIC in connection with this Agreement is true, complete and accurate in all material respects as of the date, if no date is specified, the date on which it is provided and no such document contains or shall contain any untrue statement of a fact or omits or shall omit to state a fact necessary in order to make the statements contained therein, in light of the circumstances under which they are made, not misleading in any material way, and shall not contain personal data unless specifically requested by PIC;

Notice Undertakings

6. **Notice of Litigation**: it shall promptly notify PICPIC if there is one or more pending or threatened actions, investigations or proceedings against it before any court, governmental agency, arbitrator or arbitral tribunal in any jurisdiction, which if adversely decided may have a material adverse impact on an Centogene's business;

7. **Notice of termination event or event of default:** it shall give notice to PIC of the occurrence of any termination event or event of default in connection with any KSA Agreement promptly after becoming aware of it;

Material Adverse Effect

8. **Material Adverse Effect**: it shall:

   (a) not take any action, or intentionally omit to take any action available to it, if that action, or omission to that action, could reasonably be expected to result in a Material Adverse Effect; and

   (b) provide to PIC any notice which it receives that concerns any event, circumstance or series of events which could be reasonably expected to have a Material Adverse Effect;

Co-operation and Further Assurance Undertakings

9. **Compliance**: until such time as all the liabilities of it and PIC under this Agreement have been discharged, it shall comply with the terms of this Agreement;

10. **Further Assurances**: it shall as soon as reasonably practicable execute all such further documents, deeds, agreements, instruments, consents, notices or authorisations and do all such further acts and things (or procure the same) as may be necessary at any time or times (a) expected of a reasonably prudent creditor in administering and originating the KSA Receivables, and (b) in the reasonable opinion of PIC including following the occurrence of any Centogene's termination event or event of default of a KSA Agreement to perfect or protect the interests of PIC and/or to give effect to this Agreement;

11. **Co-operation with PIC**: it shall fully co-operate with PIC and provide it with such information and assistance as it shall reasonably require in order to keep all registers and make all returns required by law or by relevant regulatory authorities and it shall fully co-operate with of PIC and provide it with such information in relation to the KSA Receivables and the operation of this Agreement as it shall reasonably require;

12. **Interests of PIC**: it shall take into account the interests of PIC under This Agreement when dealing with any KSA Obligor of any KSA Receivable and when exercising any administrative discretion under this Agreement;

13. **Instructions**: it shall comply with any reasonable direction, order and instruction which PIC may from time to time give to it arising from the matters contemplated by this Agreement, but only to the extent that compliance would not be unlawful or conflict with any provision of this agreement and in such circumstances, it shall promptly give notice thereof to PIC.

AML and Sanctions Undertakings

14. **Anti-Money Laundering**: it shall conduct its operations and adopt and maintain policies and procedures designed to prevent violation of, and to monitor compliance with applicable anti-money laundering laws;

Receivables Undertakings

23. **Performance and compliance with KSA Agreements:** it shall perform and comply with all material obligations and undertakings required to be observed by it under the KSA Agreement and under applicable laws related to the KSA Receivables (including, but not limited to, any

    duty to provide each PIC KSA Obligor all information, notices and copies of documents to which such PIC KSA Obligor is entitled);

24. **Amendment to KSA Agreements:** it shall not make any amendment or modification of KSA Agreements unless made in accordance with PIC's approval;

25. **Change in payment instructions to KSA Obligors:** it shall not instruct any KSA Obligor to make payments in respect of the KSA Receivables to any account other than in accordance with the terms of this Agreement;

26. **Disclosure of information to KSA Obligors:** it has, in relation to the KSA Receivables, disclosed all the information required to be disclosed to the KSA Obligors in accordance with applicable laws;

27. **Records:** it shall:

    (a) maintain records relating to each KSA Receivable which are accurate and complete in all material respects and which are adequate so as to enable such KSA Receivable to be enforced by PIC in its own name and for its own account against the relevant PIC Obligor;

    (b) maintain adequate back-ups of such records in accordance with its usual administrative and operating procedures;

    (c) ensure that such records are held by it or to its order and comply with all reasonable instructions of PIC in relation to the records; and

    (d) notify PIC of (i) any change in the location of any office where the records are kept within two Business Days of becoming aware of such change; or (ii) any change in its administrative and operating procedures with respect to the records promptly following such change;

Payment Undertakings

28. **Payment Directions**: it shall direct all payments by KSA Obligors in respect of the KSA Receivables directly into the bank account notified by PIC;

29. **Incorrect Payments:** it shall procure that, where any payment in respect of any KSA Receivable is made directly to it as Centogene, that it shall, within one Business Day of receipt, deposit that amount into the bank account notified by PIC and, until deposited, shall hold on trust for the benefit of PIC the amount of such payment;

Security Undertakings

Encumbrances: it shall not allow any encumbrance to arise or take any action which would result in the sale or assignment of the KSA Receivables or the PIC KSA Agreements or take any action which would result in any interest in any KSA Receivables, PIC KSA Agreements, Collections, Related Rights, being conferred on any other person.

SIGNATURES

IN WITNESS of which this Agreement has been signed by the duly authorised representatives of the parties to it on the date appearing on page 1.

Signed for and on behalf of
CENTOGENE GMBH

By: _____
Name: Miguel Coego
Title: Chief Financial Officer, Legal, & IT

By: _____
Name: Peter Bauer
Title: Chief Medical and Genomic Officer

Signed for and on behalf of
PHARMACEUTICAL INVESTMENT COMPANY

By: _____
Name: Ibrahim Aljuffali
Title: Chairman of the Board
Date:

Exhibit 99.2

Execution version

VARIATION AGREEMENT NO. 1 TO KSA RECEIVABLES TRANSFER AGREEMENT

THIS VARIATION AGREEMENT NO. 1 TO KSA RECEIVABLES TRANSFER AGREEMENT (this "**Agreement**") is dated 12 May 2024. ("**Effective Date**") and is made by and between:

(1) **CENTOGENE GMBH**, a limited liability company incorporated under the laws of Germany, having its registered office at Am Strande 7, 18055 Rostock, Germany, and registered with the commercial register at the local court of Rostock under registration no. HRB 14967, ("**Centogene**"); and

(2) **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**"), each a Party and together the Parties.

Background

(A) The Parties entered into a KSA Receivables Transfer Agreement on 23 April 2024 (the "**KSA Receivables Transfer Agreement**").

(B) The purpose of this Agreement is to amend and vary the KSA Receivables Transfer Agreement and with effect from the date hereof as specifically set out herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Centogene and PIC agree as follows:

Agreed Terms

1. TERMS DEFINED IN THE AGREEMENT

In this Agreement, and unless otherwise defined herein, capitalized terms defined in the KSA Receivables Transfer Agreement and used in this Agreement have the meaning set out in the KSA Receivables Transfer Agreement. The rules of interpretation set out in Clause 1 of the KSA Receivables Transfer Agreement shall apply to this Agreement as if set out herein.

2. VARIATION

2.1 PIC hereby agrees to waive the Closing Condition Precedent stipulated under Clause 1.3(c) and the Payment Condition Precedent stipulated under Clause 1.4(a).

2.2 Clause 2.2 of the KSA Receivables Transfer Agreement is hereby deleted and restated in its entirety as follows:

"*PIC agrees to purchase the KSA Receivables for a purchase price equal to USD 15,000,000 (the "**Purchase Price**") which shall be paid to the bank account notified by Centogene in three tranches (each a "**Tranche Purchase Price**") as follows:*

*(a) USD 5,000,000 (the "**First Tranche Purchase Price**") on April 13, 2024, or such other date agreed by the Parties (the "**First Tranche Payment Date**") with respect to the KSA Receivables Set out in Part I of **Error! Reference source not found.** (the "**First Tranche**") upon satisfaction or waiver by PIC of the Payment Conditions Precedent with respect to the First Tranche;*

*(b) USD 5,000,000 (the "**Second Tranche Purchase Price**") on May 31, 2024, or such later date agreed by the Parties (the "**Second Tranche Payment Date**") with respect to the KSA Receivables Set out in Part II of **Error! Reference source not found.** (the "**Second Tranche**") upon satisfaction or waiver by PIC of the Payment Conditions Precedent with respect to the Second Tranche;*

*(c) USD 5,000,000 (the "**Third Tranche Purchase Price**") on June 30, 2024, or such later date agreed by the Parties (the "**Third Tranche Payment Date**" and together with the First Tranche Payment Date and Second Tranche Payment Date, the "**Tranche Payment Date**") With respect to the KSA Receivables Set out in Part III of **Error! Reference source not found.** (the "**Third Tranche**") upon satisfaction or waiver by PIC of the Payment Conditions Precedent with respect to the Third Tranche."*

2.3 Clause 6.1 of the KSA Receivables Transfer Agreement is hereby deleted and restated in its entirety as follows:

"**Deemed Collections**

6.1 If on any day:

(a) any representation or warranty or undertaking relating to any KSA Receivable or the related KSA Agreement with a KSA Obligor as set out in Schedule 4 (Centogene Representations, Warranties and Undertakings) proves not to have been true and correct or is in material breach as at the Tranche Payment Date of the affected KSA Receivable;

(b) it proves to be the case that any KSA Receivable never existed; or

(c) a Dilution arises in respect of any KSA Receivable,

*an amount shall be due and payable by Centogene to PIC (a "**Deemed Collection**") in an amount equal to the aggregate outstanding principal balance of the affected KSA Receivable or in the case of a Dilution, an amount equal to the amount of the Dilution."*

2.4 Clause 6.2 of the KSA Receivables Transfer Agreement is hereby deleted and restated in its entirety as follows:

"**Payments in respect of Deemed Collections**

6.2 If a Deemed Collection is deemed to have arisen in accordance with Clause 6.1 (Deemed Collections), Centogene shall pay to PIC on the fifth Business Day after the date on which the Deemed Collection has arisen, an amount equal to the Deemed Collection. PIC shall have the right to set-off and deduct the amount of any Deemed Collection from any amount due and payable to Centogene under any agreement entered into between Centogene, Centogene N.V. or any of their affiliates and PIC, or any of its affiliates.

2.5 Schedule 3 (*Business Plan Target*) of the KSA Receivables Transfer Agreement is hereby deleted and restated in its entirety in accordance with Schedule 1 of this Agreement.

3. GENERAL

3.1 This Amendment will be deemed effective as of the Effective Date. All other terms of the KSA Receivables Transfer Agreement shall continue in full force and effect and each Party agrees to be bound by its terms in all respects (as amended herein).

3.2 This Agreement shall be read together and form part of the KSA Receivables Transfer Agreement and to the extent of any inconsistency between the provisions of the KSA Receivables Transfer Agreement and this Agreement, the provisions of this Agreement shall prevail. Clauses 8 to 10 of the KSA Receivables Transfer Agreement shall apply *mutatis mutandis* to this Agreement.

* * *

This Agreement has been executed in two (2) counterparts, of which Centogene and PIC have kept one copy each.

For and on behalf of **CENTOGENE GMBH**

Signed by: _____

Name: Miguel Coego
Title: Chief Financial Officer, Legal & IT
Date: 12 May 2024

_____

Name: Peter Bauer
Title: Chief Medical and Genomic Officer
Date: 12 May 2024

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

Signed by: _____

Name: Ibrahim Aljuffali
Title: Chairman of the Board
Date: 12 May 2024

SCHEDULE 1
RESTATED SCHEDULE 3 - BUSINESS PLAN TARGET

[*****]

Exhibit 99.3

EXECUTION VERSION

12 May 2024

PHARMACEUTICAL INVESTMENT COMPANY

and

CENTOGENE N.V.

SHARE PURCHASE AGREEMENT

related to

GENOMICS INNOVATIONS COMPANY LIMITED

CONTENTS

THIS AGREEMENT is made on 12 May 2024.

BETWEEN

(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 (the "**Purchaser**"); 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 (the "**Seller**"),

the Seller and the Purchaser are collectively referred to as the "**Parties**" and each individually as a "**Party**".

WHEREAS

(A) The Seller owns Shares representing twenty per cent. (20%) of the issued and outstanding share capital of the Company.

(B) The Seller wishes to sell the Sale Shares and the Purchaser wishes to acquire the Sale Shares on and subject to the terms of this Agreement.

IT IS AGREED THAT

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, unless the context requires otherwise:

"**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 the Purchaser, only entities Controlled by the Purchaser shall be deemed a Purchaser Affiliate; and

(iii) in respect of the Company, only entities Controlled by the Company shall be deemed Affiliates of the Company.

"**Amended and Restated Articles**" has the meaning given in Clause 4.1(b)(i);

"**Bank Account**" means the Seller's Bank Account as follows:

Bank name: [*****]

Bank address: [*****]

Bank code: [*****]

Bank account: [*****]

IBAN: [*****]

BIC/SWIFT: [*****]

Currency: USD

Account holder: Centogene GmbH;

"**Business**" means the business of the Company from time to time;

"**Business Day**" means a day (other than a Friday or a Saturday) when banks in the Kingdom are open for the transaction of normal business;

"**Call Price**" has the meaning given in Clause 6.2;

"**Company**" means Genomics Innovations Company Limited, a limited liability company incorporated under the laws of the Kingdom of Saudi Arabia, with commercial registration number 1010953283 and having its registered office at 6651, 3936 Riyadh, P.O. Box 12382, Riyadh, Kingdom of Saudi Arabia;

"**Completion**" means completion of the notarization of the Amended and Restated Articles in accordance with Clause 5 and Schedule 1;

"**Completion Date**" means the date on which Completion takes place;

"**Condition**" means the condition set out in Clause 4.1;

"**Consideration**" has the meaning given in Clause 3.1;

"**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.

"**Disclosing Party**" has the meaning given in Clause 11;

"**Dispute**" has the meaning given in Clause 22.2.

"**Disputing Parties**" has the meaning given in Clause 22.2.

"**Employee**" means any individual employed by the Company as at the date of this Agreement and/or the Completion Date;

"**Employment Dispute**" has the meaning given in paragraph 8.2 of Schedule 2;

"**Encumbrance**" means any interest or equity of any person (including any right to acquire, option, right of first refusal or right of pre-emption), any mortgage, charge, pledge, lien, restriction, assignment, hypothecation, security interest (including any created by Law), title retention or other agreement or arrangement the effect of which is the creation of any security, or any other interest, equity or other right of any person;

"**Governmental Authority**" means any (i) international, supranational, national, federal, provincial, regional, central, state, county, municipal or local government entity or any person exercising executive, legislative, judicial, regulatory, taxing, or administrative functions of or pertaining to government; (ii) public international organisation; or (iii) agency, division, bureau, department, or other political subdivision of any government, entity, or organisation described in the foregoing (i) or (ii) of this definition, but in each case, excluding, for the avoidance of doubt, the Purchaser and any of its Holding Companies or Subsidiaries;

"**JVA**" means the Joint Venture Agreement executed by the Purchaser and the Seller, dated 26 June 2023, and as amended by the Variation Agreement dated 23 October 2023;

"**Kingdom**" means the Kingdom of Saudi Arabia;

"**Law**" or "**Laws**" means applicable national and local laws as well as ministerial decisions and decrees, legislation, statutes, constitutions, rules, regulations, guidelines, ordinances, codes, policies, decrees, directives, judgments, circulars, decisions, resolutions, orders, determinations, declarations, rules of common law and licences (including all laws relating to import and export of goods and services, electronic communications and electronic communications apparatus, wireless telegraphy and wireless telegraphy apparatus), treaties, conventions and other agreements between states, or between states and other supranational bodies, customary law and equity and all civil or other codes and all other laws of, or having effect in, any jurisdiction from time to time, including any judicial or administrative interpretation thereof including the rules of any relevant securities exchange;

"**Longstop Date**" has the meaning given in Clause 4.2;

"**Losses**" means all costs, losses, liabilities, damages, claims, demands, proceedings, expenses, penalties and reasonable legal and other professional fees, excluding any direct or indirect loss of profit, loss of reputation, loss of goodwill and any indirect or consequential losses;

"**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 Seller and its Controlled Affiliates taken as a whole, or (b) the ability of Seller 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 Seller 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 any delisting of the Seller from Nasdaq (or any determination by Nasdaq to so delist the Seller) or (B) any "going concern" or similar qualification in the audit report prepared in connection with the financial statements for the Seller and its Controlled Affiliates.

"**Material Contract**" means any agreement or arrangement to which the Company is a party or is bound and which is of material importance to the business, assets, liabilities, income, expenditure or operations of the Company;

"**MoC**" means the Ministry of Commerce of the Kingdom;

"**Party**" has the meaning given in the preamble;

"**Purchaser**" has the meaning given in the preamble;

"**Purchaser Warranties**" means the warranties set out in Schedule 3;

"**Receiving Party**" has the meaning given in Clause 11;

"**Representatives**" has the meaning given in Clause 11;

"**Sale Shares**" means the sixteen thousand (16,000) shares of a thousand Saudi Arabian Riyals (SAR 1000) par value each in the capital of the Company, representing sixteen per cent. (16%) of the Shares, all of which have been issued and are fully paid;

"**SBC**" means the Saudi Business Center of the Kingdom;

"**SCCA**" has the meaning given in Clause 22.3;

"**Seller**" has the meaning given in the preamble;

"**Seller Call Option**" has the meaning given in Clause 6.1;

"**Seller Call Option Completion**" has the meaning given in Clause 6.3;

"**Seller Call Option Notice**" has the meaning given in Clause 6.1;

"**Seller Call Option Shares**" has the meaning given in Clause 6.1;

"**Seller Group**" means the Seller and each of its Affiliates;

"**Seller Warranties**" means the warranties set out in Schedule 2;

"**Share Transfer**" has the meaning given in Clause 2;

"**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 the JVA.

"**Tax**", "**Taxes**" or "**Taxation**" means all forms of taxation (including, any Zakat, income taxes, capital gains tax, property taxes, real estate transaction taxes, transfer taxes, withholding taxes, VAT, 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 by any Governmental Authority in any jurisdiction;

"**Tax Authority**" means any 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 under which it operates (including ZATCA);

"**Transaction**" means the transactions contemplated by this Agreement or any part thereof;

"**VAT**" means value added tax or any similar sales, purchase, service or turnover tax chargeable in accordance with the applicable Law; and

"**ZATCA**" means the Zakat, Tax and Customs Authority of the Kingdom.

1.2 In this Agreement, unless 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) a "person" includes a reference to any individual, firm, company, corporation or other body corporate, government, state or agency of a state or any joint venture, association or partnership, works council or employee representative body (whether or not having separate legal personality) and to such person's successor's and permitted assigns;

(c) times of the day are to Saudi Arabian time;

(d) the table of contents and headings are for convenience of reference only and shall not affect the interpretation of this Agreement;

(e) words and terms importing the plural include the singular and vice versa;

(f) words importing gender include all genders;

(g) references to years, quarters, months, days and the passage of time shall be construed in accordance with the Gregorian calendar;

(h) 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;

(i) 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;

(j) a reference to any Party shall include its successors and permitted assigns;

(k) 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

(l) each of the Schedules hereto shall form an integral part of this Agreement and shall have effect as if set out herein.

2. SALE OF SHARES

On the terms and subject to the conditions set out in this Agreement, the Seller shall sell and the Purchaser shall purchase the Sale Shares with effect from Completion, free from all Encumbrances, together with all rights attaching to the Sale Shares as at Completion (the "**Share Transfer**").

3. CONSIDERATION

3.1 The purchase price for the Sale Shares shall be the sum of twenty million Saudi Arabian Riyals (SAR 20,000,000) (the "**Consideration**").

3.2 The Consideration shall be paid at Completion by the Purchaser to the Seller, by wire transfer of immediately available funds to the Bank Account.

4. CONDITIONS

4.1 The obligation of each Party to complete the Share Transfer shall be expressly conditional on the following conditions (each, a "**Condition**") having been satisfied or waived (by the Party that is or would benefit from the relevant Condition) by or prior to the Long Stop Date (as defined below):

(a) Seller Conditions:

(i) The Seller providing to the Purchaser, in a form reasonably satisfactory to the Purchaser, evidence of an acknowledgement issued by both the Seller and Kim Stratton (a) confirming the latter's resignation from her position as a manager in the Company; and (b) her release of the Company from any further claims pursuant to the form of release provided to the Company prior to the date hereof;

(b) Joint Conditions:

(i) the Parties having produced a shareholders' resolution to amend the Company's articles of association reflecting the Share Transfer (the "**Amended and Restated Articles**"); and

(ii) The SBC and MoC (as applicable) having approved the Amended and Restated Articles.

4.2 The Seller and the Purchaser shall (so far as lies within their respective powers), at their own cost, carry out such actions as are reasonably required in order to procure that the Conditions referred to in this Clause 4 are satisfied as soon as practicable and in any event no later than five (5) Business Days from the date of this Agreement or at such later time and date as may be agreed in writing by the Seller and the Purchaser (the "**Longstop Date**").

4.3 The Seller and the Purchaser shall co-operate fully in all actions necessary to procure the satisfaction of the Joint Conditions referred to in 4.1(b).

4.4 If at any time the Seller or the Purchaser become aware of any event, circumstance or condition that would be reasonably likely to prevent a Condition being satisfied it shall forthwith inform the other Party.

4.5 If a Condition is not satisfied by the date and time referred to in Clause 4.1, the Purchaser and the Seller each shall have the right to terminate this Agreement with written notice to the other Party and this Agreement shall cease to have effect immediately after that date and time except for the provisions of Clauses 1, 4.5, 11, 13, 15 to 22.

5. COMPLETION

5.1 Completion shall take place at the offices of the competent notary public in Riyadh (or at any other place as agreed in writing by the Parties) within one (1) Business Day after the last of Conditions referred to in Clause 4.1 has been satisfied (or as soon as reasonably practicable thereafter).

5.2 At Completion:

(a) the Parties shall do or procure the carrying out of the obligation listed in paragraph 1 of Schedule 1.

(b) the Seller shall do or procure the carrying out of all those things listed in paragraph 2 of Schedule 1; and

(c) the Purchaser shall do or procure the carrying out of all those things listed in paragraph 3 of Schedule 1.

5.3 All documents and items delivered in connection with Completion shall be held by the recipient to the order of the person delivering them until such time as Completion takes place.

5.4 Without prejudice to any other rights and remedies the Purchaser may have, the Purchaser shall not be obligated to complete the sale and purchase of any of the Sale Shares unless the sale and purchase of all of the Sale Shares is completed simultaneously.

6. SELLER CALL OPTION

6.1 During a period commencing six (6) months after the Completion Date and before the lapse of twenty-four (24) months thereafter, the Seller shall be entitled to exercise by written notice to the Purchaser (the "**Seller Call Option Notice**"), at its sole discretion, a call option (the "**Seller Call Option**") in respect of a number of shares representing sixteen percent (16%) of the aggregate number of Shares outstanding at the time that the Seller Call Option is exercised ("**Seller Call Option Shares**") The Seller Call Option shall be exercised in connection with all of the Seller Call Option Shares and not a portion thereof. Upon receipt of the Seller Call Option Notice, the Purchaser shall be obligated (unless the Seller revokes such notice in its sole discretion) to sell to the Seller the Seller Call Option Shares pursuant to this Clause 6.

6.2 Unless otherwise agreed in writing between the Parties, the total purchase price payable by the Seller to the Purchase for the Seller Call Option Shares pursuant to the exercise of the Seller Call Option, shall be equal to twenty per cent. (20%) *multiplied* by the total share capital of the Company contributed by the Parties as shareholders of the Company expressed in Saudi Riyals, at the time of the delivery of the Seller Call Option Notice (the "**Call Price**").

6.3 The completion of the transfer of the Seller Call Option Shares by the Purchaser to the Seller shall occur ten (10) Business Days after the date of the Seller Call Option Notice, or on such other date as the Seller and the Purchaser shall mutually agree. On completion of the transfer of the Seller Call Option Shares (the "**Seller Call Option Completion**"), the Purchaser shall transfer (free from all Encumbrances) to the Seller, and the Seller shall purchase from the Purchaser for the Call Price, the Seller Call Option Shares.

6.4 Each Party shall enter into such documentation as the other Party may reasonably require in order to effect the Seller Call Option (to the extent not already entered into prior to such date).

6.5 Solely if, prior to the exercise of the Seller Call Option, (i) a Person who has Control of the Seller ceases to do so or a Person obtains Control of the Seller; and (ii) in connection with such change of Control, the Seller IS subject to a merger, restructuring or other similar transaction, the legal successor to the Seller shall be entitled to exercise the Seller Call Option subject to compliance with Clause 9.5 of the JVA.

7. WAIVER UNDER JVA

7.1 Save for the right of appointing a Board Observer (as defined in the JVA), which right shall, continue pursuant to Clause 6.2(d) of the JVA notwithstanding the Share Transfer or resignation of the Manager appointed by the Seller pursuant to Clause 4.1(a)(i), with effect from the Completion Date, the Seller hereby waives the following rights under the JVA:

(a) its right to unilaterally and jointly (with the Purchaser) appoint, remove, and replace members in the audit committee of Company, pursuant to Clause 6.5 (a) (ii) and (iii) of the JVA;

(b) its right to appoint, remove and replace a member in the nomination and remuneration committee of the Company, pursuant to Clause 6.6 (a) (ii) of the JVA;

(c) its right to nominate the chief executive officer of the Company to the Purchaser and the Company's board of managers, pursuant to Clause 6.7 (a) of the JVA; and

(d) its right of approval of the Purchaser's nominated chief financial officer of the Company, pursuant to Clause 6.7 (b) of the JVA.

8. SELLER WARRANTIES

8.1 The Seller warrants to the Purchaser as at the date of this Agreement that the statements set out in Schedule 2 are true and accurate.

8.2 The Seller Warranties are deemed to be repeated immediately before Completion by reference to the facts and circumstances then existing and any reference made to the date of this Agreement in relation to any Seller Warranty shall be construed, in relation to such repetition, as a reference to the Completion Date.

8.3 Each of the Seller Warranties is separate and independent and, unless otherwise specifically provided, shall not be restricted or limited by reference to any other warranty or term of this Agreement.

9. PURCHASER WARRANTIES

9.1 The Purchaser warrants to the Seller as at the date of this Agreement in the terms set out in Schedule 3.

9.2 The Purchaser Warranties are deemed to be repeated immediately before Completion by reference to the facts and circumstances then existing and any reference made to the date of this Agreement in relation to any Purchaser Warranty shall be construed, in relation to such repetition, as a reference to the Completion Date.

9.3 Each of the Purchaser Warranties is separate and independent and, unless otherwise specifically provided, shall not be restricted or limited by reference to any other representation, warranty or term of this Agreement.

10. SPECIFIC INDEMNITIES

10.1 With effect from the Completion Date, the Seller shall indemnify and hold harmless the Purchaser against any Losses (the calculation of which shall be proportionate to the Sale Shares) which the Company incurs at any time arising out of or in connection with any payment of Tax attributed to the Seller's ownership in the Company or to the Transaction and made or to be made by the Company to any Tax Authority on or after the Completion Date in respect of any period on or prior to the Completion Date, including in relation to effecting Completion.

10.2 In the event that ZATCA raises any concerns or claims in respect of capital gains tax or any other potential taxes attributable to the Seller or the Seller's shares in the Company, the Purchaser shall cause the Company to use its reasonable efforts to liaise with ZATCA to exercise all rights to obtain all benefits and tax relief to which the Seller may be entitled, arising from the Netherlands / Saudi Arabia Double Tax Treaty and the indemnification in this clause 10 shall be reduced to the extent of any such benefit or relief.

11. TERMINATION

11.1 Without prejudice to Clause 4.5, where:

(a) the Seller is in breach of any of its obligations under Clause 5.2(a) or 5.2(b); or

(b) there would be, if Completion were to occur, a breach of one or more of the Seller Warranties as repeated immediately before Completion under Clause 7.2 and such breach would give rise to a Material Adverse Effect,

the Purchaser may at any time at or prior to Completion (in addition to and without prejudice to any other rights and remedies it may have) serve written notice on the Seller and terminate this Agreement without liability on its part, in which case this Agreement shall cease to have effect immediately except for the provisions of Clauses 1, 4.5, 11, 13, 15 to 22.

11.2 Without prejudice to Clause 4.5, where:

(a) the Purchaser is in breach of any of the Purchaser Warranties as given at the date of this Agreement, such breach or breaches taken together are material to the Company or the Purchaser; or

(b) the Purchaser is in breach of any of its obligations under Clause 5.2(a) or 5.2(c),

the Seller may at any time at or prior to Completion (in addition to and without prejudice to any other rights and remedies it may have) serve written notice on the Purchaser and terminate this Agreement without liability on his part, in which case this Agreement shall cease to have effect immediately except for the provisions of Clauses 1, 4.5, 13, 15 to 22.

12. ANNOUNCEMENTS

12.1 Subject to paragraph 12.2 below, no public announcement or press release concerning the Business shall be made by any Party without first obtaining the prior written approval of the other Party.

12.2 Paragraph 12.1 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 bylaws of any stock exchange; provided that the Party making such announcement or press release shall, to the extent permitted, consult with the other Party 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 Party at the same time as, or as soon as reasonably practicable after, the making of such announcement or press release.

13. FURTHER ASSURANCE

Each of the Parties shall, at its own cost, from time to time on or following the date hereof, on being reasonably 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 the extent reasonably required 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 this Agreement.

14. ENTIRE AGREEMENT AND REMEDIES

14.1 This Agreement constitutes the entire agreement among the Parties pertaining to the subject matter hereof and, save to the extent expressly set out in this Agreement, supersedes 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 except as specifically set out or referenced to in this Agreement and neither Party is relying on any warranties or representations of the other Party other than the warranties and representations set forth in this Agreement.

14.2 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 Law.

15. POST-COMPLETION EFFECT OF AGREEMENT

Notwithstanding Completion:

(a) each provision of this Agreement not performed at or before Completion but which remains capable of performance;

(b) the Seller Warranties and the Purchaser Warranties; and

(c) all covenants, indemnities and other undertakings and assurances contained in or entered into pursuant to this Agreement,

will remain in full force and effect and, except as otherwise expressly provided, for a period of 12 months following the Completion.

16. WAIVER AND VARIATION

16.1 No failure on the part of a Party to exercise and no delay in exercising, and no course of dealing with respect to, 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.

16.2 This Agreement may be amended, modified, supplemented or be subject to a waiver only by an agreement in writing signed by each Party.

17. SEVERABILITY

If at any time any provision of this Agreement is or becomes invalid or illegal 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. In such event, the Parties agree to meet at all reasonable times in good faith in order to agree within a reasonable time amendments to this Agreement to replace the provisions held to be illegal or invalid so that it shall be replaced by a provision of substantially equivalent effect which is legal, valid and enforceable.

18. ASSIGNMENT

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 other Party.

19. NOTICES

19.1 Any notice, claim, request, demand, consent, designation, direction, instruction, certificate, report, confirmation, agreement or other communication to be given hereunder shall be given in writing in the English and shall be deemed duly given on the day of delivery at the place of intended receipt when:

(a) personally delivered;

(b) received after mailing by certified or registered mail, postage pre-paid; or

(c) sent by e-mail, provided the recipient replies to the sender with a confirmation of receipt,

in each case addressed to a Party at its address as indicated in Clause 18.2 or to another address of which that Party has given notice in accordance with this Clause.

19.2 Notices under this Agreement shall be sent for the attention of the person and to the address, fax number or e-mail address, as set out below:

For the Purchaser:

Name:	Pharmaceutical Investment Company
Address:	MU04 Building, AlRaidah Digital City, P.O. Box 6847, Riyadh 11452, Kingdom of Saudi Arabia
Attention:	Dr. Ibrahim Abdulrahman I Aljuffali
E-mail address:	contact@lifera.com.sa

For the Seller:

Name:	Centogene N.V.
Address:	Am Strande 7, 18055, Rostock Germany
Attention:	Kim Stratton / Miguel Coego
E-mail address:	kim.stratton@centogene.com / miguel.coego@centogene.com

20. COSTS

Each Party shall pay its own costs in connection with the negotiation, preparation, execution and performance of this Agreement.

21. THIRD PARTIES RIGHTS

21.1 No person who is not a party to this Agreement shall have any right to enforce any term of this Agreement.

21.2 The rights of the Parties to terminate, rescind or agree to any variation, waiver or settlement under this Agreement is not subject to the consent of any person that is not a party to this Agreement.

22. 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.

23. GOVERNING LAW, GOVERNING LANGUAGE AND JURISDICTION

23.1 This Agreement, including any non-contractual obligations arising out of or in connection with this Agreement, shall be governed by and construed in accordance with the laws of the Kingdom.

23.2 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.

23.3 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 the Purchaser shall appoint one (1) arbitrator, the Seller shall appoint one (1) arbitrator, and the arbitrators so chosen by each of the Parties shall jointly nominate one (1) arbitrator. If the arbitrators appointed by the Parties 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 anything in this Clause 22.3 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 22.3 and the content of any award rendered in connection with such proceeding shall be kept confidential by the Parties.

***

SCHEDULE 1

COMPLETION ACTIONS

1. JOINT OBLIGATIONS

1.1 At Completion, the Parties shall jointly attend at the offices of a competent notary public in Riyadh and execute and notarize the Amended and Restated Articles.

2. SELLER OBLIGATIONS

2.1 At Completion, the Seller shall deliver to the notary public:

(a) a power of attorney or other valid form of delegation under which any document to be delivered to the Purchaser (as the case may be) has been executed on behalf of the Seller; and

(b) any other document that may be expressly requested by the notary public for the purposes of notarizing the Amended and Restated Articles.

3. **PURCHASER OBLIGATIONS**

3.1 At Completion, the Purchaser shall deliver to the:

(a) notary public:

(i) a delegation letter under which any document to be delivered to the Seller (as the case may be) has been executed on behalf of the Purchaser; and

(ii) any other document that may be expressly requested by the notary public for the purposes of notarizing the Amended and Restated Articles; and

(b) Seller: an evidence of a wire transfer made to the Bank Account for the Consideration.

SCHEDULE 2

SELLER WARRANTIES

1. CAPACITY AND AUTHORITY

1.1 The Seller has all necessary power and authority to enter into and perform its respective obligations in this Agreement to which it is a party. This Agreement constitutes (when executed), assuming due authorization, execution and delivery by the other parties thereto, the legal, valid and binding obligations of the Seller.

1.2 The execution and delivery of this Agreement by the Seller and the performance of its respective obligations thereunder, will not result in a material breach of or constitute a material default under (i) any order, judgment or decree of any court or Governmental Authority by which the Seller is bound; (ii) any agreement or instrument to which the Seller is a party or by which it is bound; (iii) applicable Law; or (iv) any other authorisation or permit.

1.3 The execution and delivery by the Seller of this Agreement and the performance of its respective obligations thereunder, will not result in a breach of or constitute a default under (i) its constitutional documents (if applicable); (ii) any order, judgment or decree of any court or Government Authority by which the Seller is bound; (iii) any agreement or instrument to which the Seller is a party or by which the Seller is bound; or (iv) applicable Law.

1.4 Except as expressly provided in this Agreement, and assuming the consent of Oxford Finance LLC to the Transactions, the Seller is not and will not be required to give any notice to or make any filing with or obtain any permit, consent, waiver or other authorisation from any Governmental Authority or other person in connection with the execution and delivery of this Agreement or the performance of its obligations hereunder.

2. INSOLVENCY

As of the date hereof and after giving effect to the Transactions, (i) the aggregate value of the Seller's assets will exceed its liabilities (including contingent, subordinated, unmatured and unliquidated liabilities), (ii) the Seller will have sufficient cash flow to enable it to pay its debts as they become due, and (iii) the Seller will not have unreasonably small capital for the business in which it is engaged.

3. SHARES

3.1 The Sale Shares constitute sixteen per cent. (16%) of the share capital of the Company and are fully paid and free from all Encumbrances and have full voting rights and enjoy any and all rights attached to such Sale Shares.

3.2 The Seller is the sole beneficial and legal owner of the Sale Shares with full power and authority to sell and transfer beneficial and legal title of the Sale Shares to the Purchaser.

3.3 Other than the JVA, there is no shareholder agreement, voting trust, proxy or other agreement or understanding in effect in respect of the Sale Shares.

3.4 The Seller has not granted to any person any rights in respect of the Sale Shares, and no Encumbrance has been created in respect of the Sale Shares.

SCHEDULE 3

PURCHASER WARRANTIES

1. CAPACITY AND AUTHORITY

1.1 The Purchaser has all necessary power and authority to enter into and perform its obligations in this Agreement to which it is a party. This Agreement constitutes (when executed), assuming due authorization, execution and delivery by the other parties thereto, the legal, valid and binding obligations of the Purchaser.

1.2 The execution and delivery of this Agreement by the Purchaser and the performance of its obligations thereunder, will not result in a breach of or constitute a default under (i) any provision of the law of the Purchaser; (ii) any order, judgment or decree of any court or Governmental Authority by which the Purchaser is bound; (iii) any agreement or instrument to which the Purchaser is a party or by which it is bound; (iv) applicable Law; or (iv) any other authorisation or permit.

1.3 Except as expressly provided in this Agreement, the Purchaser is not and will not be required to give any notice to or make any filing with or obtain any permit, consent, waiver or other authorisation from any Governmental Authority in connection with the execution and delivery of this Agreement or the performance of its obligations hereunder.

This Agreement has been entered into on the date stated at the beginning of it.

Share Purchase Agreement between Pharmaceutical Investment Company and Centogene N.V.

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

Name: **Dr. Ibrahim Abdulrahman I Aljuffali**

Title: Chairman

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

Name: **Kim Stratton**

Title: Chief Executive Officer

Name: **Miguel Coego**

Title: Chief Financial Officer, Legal & IT

Exhibit 99.4

Execution version

VARIATION AGREEMENT NO. 1 TO CONSULTANCY AGREEMENT

THIS VARIATION AGREEMENT NO. 1 TO CONSULTANCY AGREEMENT (this "**Agreement**") is dated 12 May 2024 ("**Effective Date**") and is made by and between:

(1) **GENOMICS INNOVATIONS COMPANY LIMITED**, a company organized under the laws of the Kingdom of Saudi Arabia with a registered office at Building No. 3936, 6651 Al Nakheel District, 12382 Riyadh, Kingdom of Saudi Arabia ("**Company**"); 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**"), each a Party and together the Parties.

Background

(A) The Parties entered into a Consultancy Agreement on 27 November 2023 (the "**Consultancy Agreement**").

(B) The purpose of this Agreement is to amend and vary the Consultancy Agreement in accordance with Clause 31 thereof and with effect from the date hereof as specifically set out herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and NV agree as follows:

Agreed Terms

1. TERMS DEFINED IN THE AGREEMENT

In this Agreement, and unless otherwise defined herein, capitalized terms defined in the Consultancy Agreement and used in this Agreement have the meaning set out in the Consultancy Agreement. The rules of interpretation set out in Clause 1 of the Consultancy Agreement shall apply to this Agreement as if set out herein.

2. VARIATION

2.1 Clause 5.3.1 of the Consultancy Agreement is hereby deleted and restated in its entirety as follows:

"*Upon the achievement of each milestone event by NV set forth below (each, an "**Operational Milestone**"), and subject to clause 5.3.2, Company shall pay to NV the corresponding milestone-based fee (the "**Operational Milestone Fee**") in accordance with the payment schedule set out below:*

Operational Milestone	***Operational Milestone Fee***	***Criteria for demonstrating achievement of Operational Milestone***	***Estimated timeline for completion of Operational Milestone***
Build-up and transfer of wet lab capable of conducting the wet-lab services described in Phase 4 of Schedule 2 (Scope of Services) *("**First Operational Milestone**")*	*SAR Ten million (10,000,000.00)*	*Completion of Phase 4 as set forth on Schedule 2 (Scope of Services)*	*Eighteen (18) months following Construction Completion*
Accreditation of wet lab and dry lab, with stand-alone Accreditation for Company *("**Second Operational Milestone**")*	*SAR Twenty million (20,000,000.00)*	*Receipt of Accreditation for Company*	*Thirty (30) months following Construction Completion"*

3. GENERAL

3.1 This Amendment will be deemed effective as of the Effective Date. All other terms of the Consultancy Agreement shall continue in full force and effect and each Party agrees to be bound by its terms in all respects (as amended herein).

3.2 This Agreement shall be read together and form part of the Consultancy Agreement and to the extent of any inconsistency between the provisions of the Consultancy Agreement and this Agreement, the provisions of this Agreement shall prevail. Clauses 20 to 35 of the Consultancy Agreement shall apply *mutatis mutandis* to this Agreement.

* * *

This Agreement has been executed in two (2) counterparts, of which Company and NV have kept one copy each.

For and on behalf of **GENOMICS INNOVATIONS COMPANY LIMITED**

Signed by: _____

Name: Jeremy Panacheril
Title: Chairman
Date: 12 May 2024

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

Signed by: _____

Name: Kim Stratton
Title: Chief Executive Officer
Date: 12 May 2024

_____

Name: Miguel Coego
Title: Chief Financial Officer, Legal & IT
Date: 12 May 2024

Exhibit 99.5

Execution version

VARIATION AGREEMENT NO. 1 TO TECHNOLOGY TRANSFER AND INTELLECTUAL PROPERTY LICENSE AGREEMENT

THIS VARIATION AGREEMENT No. 1 (this "**Agreement**") is dated 12 May 2024G. ("**Effective Date**") and is made by and between:

(1) **GENOMICS INNOVATIONS COMPANY LIMITED**, a company organized under the laws of the Kingdom of Saudi Arabia with a registered office at Building No. 3936, 6651 Al Nakheel District, 12382 Riyadh, Kingdom of Saudi Arabia ("**Company**"); 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**"), each a Party and together the Parties.

Background

(A) The Parties entered into a Joint Venture Agreement on 26 June 2023 (the "**JVA**") for the establishment of the Company and operation of the Business (as defined in the JVA) in the Kingdom;

(B) The Parties entered into a Technology Transfer and Intellectual Property License Agreement on 27 November 2023 ("**IP Agreement")** to address the Parties' rights in relation to certain intellectual property rights in connection with the JVA; and

(C) in accordance with Clause 18.3 (Waiver and Variation) of the IP Agreement, the Parties desire to amend the IP Agreement to: (i) revise the royalty fee payable by Company to NV; and (ii) delete the automatic termination of the IP Agreement upon termination of the JVA.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and NV agree as follows:

Agreed Terms

1. TERMS DEFINED IN THE AGREEMENT

In this Agreement, and unless otherwise defined herein, capitalized terms defined in the IP Agreement and used in this Agreement have the meaning set out in the IP Agreement. The rules of interpretation set out in Clause 1 of the IP Agreement shall apply to this Agreement as if set out herein.

2. VARIATION

2.1 Clause 5.2 of the IP Agreement is hereby deleted and restated in its entirety as follows:

*During the Royalty Term, in consideration for NV's grant of the rights and licenses to Company hereunder, Company shall make non-refundable, non-creditable royalty payments to NV in an amount equal to one percent (1%) of Company's Net Revenue (the "**Royalty Fee**").*

2.2 Clause 9.2.2 of the IP Agreement is hereby deleted in its entirety.

GENERAL

2.3 This Amendment will be deemed effective as of the Effective Date. All other terms of the IP Agreement shall continue in full force and effect and each Party agrees to be bound by its terms in all respects (as amended herein).

2.4 This Agreement shall be read together and form part of the IP Agreement and to the extent of any inconsistency between the provisions of the IP Agreement and this Agreement, the provisions of this Agreement shall prevail. Clauses 9, 7 and 11 to 25 of the IP Agreement shall apply *mutatis mutandis* to this Agreement.

* * *

This Agreement has been executed in two (2) counterparts, of which Company and NV have kept one copy each.

For and on behalf of **GENOMICS INNOVATIONS COMPANY LIMITED**

Signed by: _____

Name: Jeremy Panacheril
Title: Chairman
Date: 12 May 2024

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

Signed by: _____

Name: Kim Stratton
Title: Chief Executive Officer
Date: 12 May 2024

_____

Name: Miguel Coego
Title: Chief Financial Officer, Legal & IT
Date: 12 May 2024

Exhibit 99.6

Execution version
PRIVILEGED & CONFIDENTIAL

SECOND AMENDMENT TO
LOAN AGREEMENT

THIS SECOND AMENDMENT TO LOAN AGREEMENT (this "Second Amendment") is made and entered into as of May 12, 2024G., by and among **CENTOGENE N.V.**, a public company with limited liability (*naamloze vennootschap*) incorporated under the laws of the Netherlands (the "Borrower"), and **PHARMACEUTICAL INVESTMENT COMPANY**, a closed joint stock company incorporated pursuant to the laws of the Kingdom of Saudi Arabia (the "Lender").

W I T N E S S E T H :

WHEREAS, the Borrower and the Lender have executed and delivered that certain Loan Agreement, dated as of October 26, 2023 (as amended by that certain First Amendment to Loan Agreement, dated as of April 23, 2024 and as may be further amended, restated, supplemented, or otherwise modified from time to time, and together with the Terms and Conditions attached thereto, the "Loan Agreement"); and

WHEREAS, the Borrower has requested that the Lender amend certain provisions of the Loan Agreement as set forth herein, and the Lender has agreed to such amendments, subject to the terms and conditions hereof.

NOW, THEREFORE, for and in consideration of the above premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the Borrower and Lender hereby covenant and agree as follows:

SECTION 1. Definitions. Unless otherwise specifically defined herein, each capitalized term used herein (and in the recitals above) which is defined in the Loan Agreement (as amended hereby) shall have the meaning assigned to such term in the Loan Agreement (as amended hereby).

SECTION 2. Amendments to Loan Agreement.

(a) The definition of "CFIUS Clearance" set forth in Article 1 of the Terms and Conditions is hereby amended in its entirety as follows:

"**CFIUS Clearance**" means (a) the receipt by the Borrower and Lender, or their respective Affiliates, of written notification (including by email) from CFIUS that (i) the transactions contemplated by the Transaction Documents(including the conversion of the Loan into Conversion Consideration) are not a "covered transaction" under the DPA; or (ii) CFIUS has concluded its review (or, if applicable, investigation) under the DPA and determined that there are no unresolved national security concerns with respect to the transactions contemplated by the Transaction Documents(including the conversion of the Loan into Conversion Consideration), and has concluded all action under the DPA with respect to the transactions contemplated by the Transaction Documents (including the conversion of the Loan into Conversion Consideration); or (b) CFIUS has sent a report to the President of the United States (the "President") requesting the President's decision on the transactions contemplated by the Transaction Documents and either (i) the President has announced a decision not to take any action to suspend or prohibit the transactions contemplated by the Transaction Documents(including the conversion of the Loan into Conversion Consideration) or (ii) the period under the DPA during which the President may announce a decision to take action on the transactions contemplated by the Transaction Documents (including the conversion of the Loan into Conversion Consideration) has expired without any such action being taken or announced.

(b) The definition of "CFIUS Notice" set forth in Article 1 of the Terms and Conditions is hereby amended in its entirety as follows:

"**CFIUS Notice**" means a joint voluntary notice prepared by the Borrower and Lender, or their respective Affiliates, with respect to the transactions contemplated by the Transaction Documents and submitted to CFIUS pursuant to 31 C.F.R. Part 800 Subpart E.

(c) The definition of "Company Business" as set forth in Article 1 of the Terms and Conditions is hereby deleted in its entirety. For the sake of clarity, such deletion shall not affect the definition of "Company Business" in Section 1 of the Loan Agreement.

(d) The definition of "Conversion Date" set forth in Article 1 of the Terms and Conditions is hereby amended in its entirety as follows:

"**Conversion Date**" means, with respect to the Loan, the First Conversion Date and the Second Conversion Date, as applicable. For purposes of **Section 5.05**, references to "Conversion Date" shall include any Fundamental Change Conversion Date.

(e) The definition of "Conversion Price" set forth in Article 1 of the Terms and Conditions is hereby amended in its entirety as follows:

"**Conversion Price**" means (A) $0.79 per Common Share with respect to the First Amount and (B) $2.20 per Common Share with respect to the Second Amount, as applicable; *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; notwithstanding the foregoing, after giving effect to the conversion of the Second Amount, the Lender shall not hold in excess of 49% of the aggregate outstanding Capital Shares of the Borrower and the Conversion Price shall be increased solely to the extent required to ensure compliance with the foregoing.

(f) The definition of "Interest Payment Date" set forth in Article 1 of the Terms and Conditions is hereby amended in its entirety as follows:

"**Interest Payment Date**" means, with respect to the Loan, (i) the date that is ninety (90) days from the Closing Date, (ii) the date that is one-hundred-eighty (180) days from the Closing Date, (iii) with respect to the First Amount, the First Conversion Date and (iv) with respect to the Second Amount, the Second Conversion Date.

(g) The definition of "Maturity Date" set forth in Article 1 of the Terms and Conditions is hereby amended in its entirety as follows:

"**Maturity Date**" means (i) with respect to the First Amount, the earlier to occur of (a) April 1, 2025, and (b) the First Conversion Date and (ii) with respect to the Second Amount, the Second Conversion Date, as applicable.

(h) Article 1 of the Terms and Conditions is hereby amended to add the below definitions in the appropriate alphabetical order:

"**First Amount**" means the aggregate amount of $15,000,000 plus related conversion fees, which shall convert on the First Conversion Date.

"**First Conversion Date**" means, with respect to the First Amount, ten (10) Business Days following the receipt of the CFIUS Clearance and 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)**.

"**Second Amount**" means the aggregate amount of $15,000,000 plus all accrued and unpaid interest and related conversion fees, which shall convert on the Second Conversion Date.

"**Second Conversion Date**" means, with respect to the Second Amount, the second anniversary of the First Conversion Date and 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)**.

(i) Section 3.07 of the Terms and Conditions is hereby amended in its entirety as follows:

Section 3.07 CFIUS.

(A) *CFIUS Notice*. Each of the Borrower and Lender shall (and shall cause their respective Affiliates to) (i) prepare and submit to CFIUS, as soon as practicable, a draft CFIUS Notice, (ii) submit a formal CFIUS Notice pursuant to the DPA as soon as practicable or, if applicable, after receipt of any comments to the draft CFIUS Notice, and (iii) provide any supplemental information and other related information requested by CFIUS pursuant to the DPA as soon as practicable (and, in any case, within the time periods required by CFIUS); provided however, that the Borrower and Lender may agree to request an extension of time pursuant to the DPA to respond to CFIUS requests for information.

(B) *CFIUS Clearance*. The Borrower and Lender shall, and shall cause their respective Affiliates to, use commercially reasonable efforts to obtain CFIUS Clearance. Each of the Borrower and Lender shall, in connection with the efforts to obtain CFIUS Clearance, (i) cooperate in all respects and consult with each other in connection with the CFIUS Notice, including by allowing each other to have a reasonable opportunity to review in advance and comment on drafts of filings and submissions, (ii) to the extent not prohibited by CFIUS, promptly inform each other of any communication received by any party from, or given by any party to, CFIUS, including by promptly providing copies to each other of any such written communications, (iii) permit each other to review in advance any substantive communication that is given to, and consult with each other in advance of any conference, meeting, or substantive telephone call with, CFIUS, and to the extent not prohibited by CFIUS, provide each other the opportunity to attend and participate in any conference, meeting, or substantive telephone call with CFIUS and (iv) enter into such commercially reasonable assurances or agreements requested or required by CFIUS or the President of the United States to obtain CFIUS Clearance; provided, however, that neither Lender, the Borrower nor any of their respective Affiliates shall be required to (w) take any action that would violate any Law applicable to such Person, (x) sell, divest, or dispose of any assets or businesses that such Person holds, (y) with respect to the Lender or its Affiliates, provide the Borrower with copies of or permit the Borrower to review or receive the "personal identifier information" under 31 C.F.R. § 800.502(c)(5), or (z) otherwise adopt conditions or restrictions that would reasonably be expected to have, individually or in the aggregate, either an adverse effect on the value of the Lender's investment or an adverse effect on the Borrower. For purposes of this Section 3.07, "commercially reasonable efforts" shall not be construed to require any party to enter into litigation to overturn or challenge any governmental determination or action with respect to the DPA.

(C) *Lender Consent*. The Borrower shall not, and shall cause their respective Affiliates not to, take or agree to take any action, condition or restriction required by CFIUS in connection with obtaining CFIUS Clearance except with the advance written consent of Lender.

(j) Section 5.01(B) of the Terms and Conditions is hereby deleted in its entirety.

(k) Section 6(a)(i) of the Loan Agreement is hereby amended in its entirety as follows:

Generally. Following the First Conversion Date, and for so long as 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 (the "Nomination Right Condition"), Lender and its Permitted Transferees, if any, shall have the right to designate a number of persons for appointment to the Supervisory Board of Directors (each, a "Lender Nominee") that is equal to (x) the percentage of the Borrower's issued share capital represented by the Common Shares held by the Lender and its Permitted Transferees, if any, multiplied by (y) the total number of Supervisory Board members (including the number of Lender Nominees and assuming their appointment to the Supervisory Board) rounded to the nearest whole number. Following the Second Conversion Date and as long as the Lender and its Permitted Transferees continue to have the Nomination Right Condition, Lender and its Permitted Transferees, if any, shall have the right to designate such additional Lender Nominees at the Supervisory Board of Directors that is equal to (x) the percentage of the Borrower's issued share capital represented by the Common Shares held by the Lender and its Permitted Transferees, if any, multiplied by (y) the total number of Supervisory Board members (including the number of Lender Nominees and assuming their appointment to the Supervisory Board) rounded to the nearest whole number, provided that the aggregate number of Lender Nominees following the Second Conversion Date shall not constitute a majority of the total number of Supervisory Board members (including the number of Lender Nominees and assuming their appointment to the Supervisory Board). If Lender and its Permitted Transferees, if any, have the right to so designate one or more 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 satisfy the Nomination Right Condition, 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 the Nomination Right Condition, if requested by the Supervisory Board of Directors, Lender and its Permitted Transferees, if any, shall use reasonable efforts to have the Lender Nominees resign as a member of the Supervisory Board of Directors.

(l) Section 6(f) of the Loan Agreement is hereby amended in its entirety as follows:

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 if either (x) such excess is received by the Borrower or Centogene GmbH or (y) with the prior written consent of Lender, and from and after the 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 (including interest that has been added to principal as payment in kind), 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.

(m) Section 6(h) of the Loan Agreement is hereby amended in its entirety as follows:

Control Rights Upon Conversion. Following receipt of CFIUS Clearance and the First Conversion Date, and for so long as the Nomination Right Condition is met, the Lender's prior written consent (which shall not be unreasonably withheld, conditioned or delayed) shall be required in order for Centogene US, LLC, the Borrower's U.S. Subsidiary, to select a new line of business or venture in the United States.

SECTION 3. *Effectiveness*. This Second Amendment shall become effective upon receipt by the Borrower or its Affiliates of the following payments from the Lender:

(a) the sum of twenty million Saudi Arabian Riyals (SAR 20,000,000), being the consideration under the Share Purchase Agreement related to Genomics Innovations Company Limited entered into on or about the date hereof between the Lender and Borrower; and

(b) the sum of at least five million United States Dollars (USD $5,000,000), being part of the purchase price under the KSA Receivables Transfer Agreement entered into on April 23, 2024 between the Lender and the Borrower's Affiliate, Centogene GmbH.

SECTION 4. Miscellaneous.

(a) Compliance. The Borrower agrees to comply with the applicable terms, provisions, and conditions of the Loan Agreement, after giving effect to the terms of this Second Amendment, notwithstanding any prior conduct of the Lender or any course of dealing among the Lender and the Borrower prior to the date hereof to the contrary.

(b) Transaction Document. Each of the parties hereto hereby acknowledges and agrees that this Second Amendment is a "Transaction Document" (as defined in the Loan Agreement).

(c) Representations and Warranties. To induce the Lender to enter into this Second Amendment, the Borrower hereby confirms that (i) all of the representations and warranties set forth in the Loan Agreement are true and correct in all material respects (without duplication of any materiality qualifier in the text of such representation or warranty) as of the date hereof except to the extent that any such representation or warranty relates to a specific date in which case such representation or warranty shall be true and correct as of such earlier date and (ii) no Default or Event of Default has occurred and is continuing as of the date hereof. The Borrower acknowledges and agrees that the Loan Agreement, the other Transaction Documents and this Second Amendment constitute the legal, valid and binding obligation of the Borrower, and are enforceable against the Borrower in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency or other similar laws relating to the enforcement of creditors' rights generally and by general equitable principles.

(d) Effect of Agreement; No Waiver or Novation. Except as set forth expressly hereinabove, all terms of the Loan Agreement and the other Transaction Documents shall be and remain in full force and effect, and shall constitute the legal, valid, binding, and enforceable obligations of the Borrower and the Lender, as applicable. The execution, delivery and effectiveness of this Second Amendment shall not, except as expressly provided in this Second Amendment, operate as a waiver of any right, power or remedy of the Lender, nor constitute a waiver of any provision of the Loan Agreement or any other Transaction Document. Nothing herein is intended or shall be construed as a waiver of any existing Defaults or Events of Default under the Loan Agreement or the other Transaction Documents or any of the Lender's rights and remedies in respect of any Defaults or Events of Default. This Second Amendment is not intended to be, nor shall it be construed as, a novation of the Loan Agreement.

(e) Counterparts. This Second Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts (including via pdf, facsimile or other method of electronic transmission), each of which when so executed and delivered shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same instrument. This Second Amendment may be executed by each party on separate copies, which copies, when combined so as to include the signatures of all parties, shall constitute a single counterpart of this Second Amendment.

(f) Further Assurances. Each party hereto agrees to take, at its expense, such further actions as the other party shall reasonably request from time to time to evidence the agreements set forth herein and the transactions contemplated hereby.

(g) Governing Law. This Second Amendment shall be governed by and construed and interpreted in accordance with the internal laws of the State of New York. Sections 10(e), (f) and (g) of the Loan Agreement and Sections 8.03, 8.04 and 8.10 of the Terms and Conditions are hereby incorporated herein by reference *mutatis mutandis*.

(h) Severability. Any provision of this Second Amendment which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof in that jurisdiction or affecting the validity or enforceability of such provision in any other jurisdiction.

(i) Release. In consideration of the agreements of the Lender contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Borrower, voluntarily, knowingly, unconditionally and irrevocably, with specific and express intent, for and on behalf of itself and all of its respective parents, subsidiaries, affiliates, members, managers, predecessors, successors, and assigns, and each of its respective current and former directors, officers, shareholders, agents, and employees, and each of its respective predecessors, successors, heirs, and assigns (individually and collectively, the "Releasing Parties") does hereby fully and completely release, acquit and forever discharge of the Lender, and each its parents, subsidiaries, affiliates, members, managers, shareholders, directors, officers and employees, and each of their respective predecessors, successors, heirs, and assigns (individually and collectively, the "Released Parties"), of and from any and all actions, causes of action, suits, debts, disputes, damages, claims, obligations, liabilities, costs, expenses and demands of any kind whatsoever, at law or in equity, whether matured or unmatured, liquidated or unliquidated, vested or contingent, choate or inchoate, known or unknown that the Releasing Parties (or any of them) has against the Released Parties or any of them (whether directly or indirectly), based in whole or in part on facts, whether or not now known, existing on or before the date hereof, that relate to, arise out of or otherwise are in connection with: (i) any or all of the Transaction Documents or transactions contemplated thereby or any actions or omissions in connection therewith or (ii) any aspect of the dealings or relationships between or among the Borrower, on the one hand, and any or all of the Released Parties, on the other hand, relating to any or all of the documents, transactions, actions or omissions referenced in clause (i) hereof. The Borrower acknowledges that the foregoing release is a material inducement to the Lender's decision to enter into this Second Amendment and agree to the modifications contemplated hereunder, and has been relied upon by the Lender in connection therewith.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, each of the parties hereto has caused this Second Amendment to be duly executed by its duly authorized officer as of the day and year first above written.

BORROWER:

CENTOGENE N.V.

By: _____
Name: Kim Stratton
Title: Chief Executive Officer

By: _____
Name: Miguel Coego
Title: Chief Financial Officer, Legal, & IT

LENDER:

PHARMACEUTICAL INVESTMENT COMPANY

By: _____
Name: Ibrahim Aljuffali
Title: Chairman of the Board

AMENDMENT TO SECOND REGISTRATION RIGHTS AGREEMENT

THIS AMENDMENT TO SECOND REGISTRATION RIGHTS AGREEMENT (this "***Amendment***") is made and entered into as of May 12, 2024, by and 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, a closed joint stock company incorporated pursuant to the laws of the Kingdom of Saudi Arabia (the "***Lender***"). Capitalized terms used but not otherwise defined herein shall have the respective meanings assigned to such terms in the Registration Rights Agreement.

RECITALS

WHEREAS, the Borrower and the Lender are parties to that certain Second Registration Rights Agreement, dated as of October 26, 2023 (the "***Registration Rights Agreement***"), pursuant to which, the Borrower agreed with the Lender and each of the Holders, among other matters, to certain registration rights with respect to the Registrable Securities;

WHEREAS, the parties hereto desire to amend the Registration Rights Agreement as provided herein;

WHEREAS, pursuant to Section 14(b) of the Registration Rights Agreement, the Registration Rights Agreement may be amended, modified, waived or superseded upon the written consent of the Borrower and the Holders whose aggregate As-Converted Registrable Securities Ownership Percentage exceeds fifty percent (50%) at the time in question (the "***Requisite Holders***"); and

WHEREAS, the undersigned parties hereto constitute the Requisite Holders.

NOW, THEREFORE, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties and covenants herein contained, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Amendments to the Registration Rights Agreement.

(a) The definition of "General Resale Registration Statement Effectiveness Deadline Date" in Section 1 of the Registration Rights Agreement is hereby amended and restated in its entirety as follows:

> "***General Resale Registration Statement Effectiveness Deadline Date***" means the date that is fifteen (15) calendar days following the receipt of CFIUS Clearance, *provided that,* if on such date the Borrower is not required to file reports under Section 13 or Section 15(d) of the Exchange Act, then the General Resale Registration Statement Effectiveness Deadline Date shall instead be such date thereafter that is fifteen (15) calendar days following the date on which the Borrower becomes required to file reports under Section 13 or Section 15(d) of the Exchange Act.

(b) The definition of "Loan Agreement" in Section 1 of the Registration Rights Agreement is hereby amended and restated in its entirety as follows:

> "***Loan Agreement***" means that certain Loan Agreement, dated October 26, 2023 between the Borrower, as the borrower thereunder and the Lender party thereto, as amended by that certain First Amendment to Loan Agreement, dated April 23, 2024, and that certain Second Amendment to Loan Agreement, dated May 12, 2024 (as the same may be amended, restated, supplemented, or otherwise modified from time to time, and together with the Terms and Conditions attached thereto).

(c) Section 1 of the Registration Rights Agreement is hereby amended to add the below definition in the appropriate alphabetical order:

> "***CFIUS Clearance***" has the meaning set forth in the Terms and Conditions.

2. Effectiveness. Notwithstanding anything to the contrary contained herein, this Amendment shall become effective on the date hereof without further action by any party hereto.

3. Miscellaneous. Except as expressly provided in this Amendment, all of the terms and provisions in the Registration Rights Agreement are and shall remain in full force and effect, on the terms and subject to the conditions set forth therein. This Amendment does not constitute, directly or by implication, an amendment or waiver of any provision of the Registration Rights Agreement, or any other right, remedy, power or privilege of any party thereto, except as expressly set forth herein. Any reference to the "Agreement" in the Registration Rights Agreement or any other agreement, document, instrument or certificate entered into or issued in connection therewith shall hereinafter mean the Registration Rights Agreement, as amended by this Amendment (or as the Registration Rights Agreement may be further amended or modified in accordance with the terms thereof and hereof). The terms of this Amendment shall be governed by, enforced and construed and interpreted in a manner consistent with the provisions of the Registration Rights Agreement. This Amendment may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute one and the same instrument; *provided* that in the event that any signature is delivered by facsimile transmission or by e-mail delivery of a .pdf format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or .pdf signature were the original thereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each party hereto has signed or has caused to be signed by its officer thereunto duly authorized this Amendment to Second Registration Rights Agreement as of the date first above written.

BORROWER:

CENTOGENE N.V.

By: _____
Name: Kim Stratton
Title: Chief Executive Officer

By: _____
Name: Miguel Coego
Title: Chief Financial Officer, Legal, & IT

LENDER:

PHARMACEUTICAL INVESTMENT COMPANY

By: _____
Name: Ibrahim Aljuffali
Title: Chairman of the Board

[*Signature Page to Amendment to Registration Rights Agreement*]

LIMITED WAIVER, CONSENT AND FOURTH AMENDMENT TO LOAN AND SECURITY AGREEMENT

THIS LIMITED WAIVER, CONSENT AND FOURTH AMENDMENT TO LOAN AND SECURITY AGREEMENT (this "**Amendment**") is entered into as of May 12, 2024, 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 listed on Schedule 1.1 thereof or otherwise a party thereto from time to time (each a "**Lender**" and collectively, the "**Lenders**"), 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, and as amended by that certain Third Amendment to Loan and Security Agreement dated as of November 1, 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. Events of Default have occurred and are continuing under (i) Section 8.2(a) of the Loan Agreement as a result of Borrower's violation of Section 6.2(a) of the Loan Agreement for its failure to deliver to Collateral Agent and Lenders on or before April 29, 2024 the audited consolidated financial statements for the fiscal year ended December 31, 2023, together with an unqualified opinion on such financial statements from an independent certified public accounting firm, (ii) Section 2.1 of the Consent Under Original LSA as a result of Borrower's failure to obtain the prior written approval of Collateral Agent and Required Lenders prior to entering into that certain First Amendment to Loan Agreement dated as of April 23, 2024 by and between Parent and PIC, which amends the PIC Loan Agreement (which, for avoidance of doubt, is a PIC Transaction Document) and (iii) Section 8.2(a) of the Loan Agreement as a result of Borrower's violation of Section 7.1 of the Loan Agreement for its failure to obtain the prior written approval of Collateral Agent and Required Lenders prior to entering into that certain KSA Receivables Transfer Agreement dated as of April 23, 2024 by and between Centogene Germany and PIC (collectively, the "**Existing Events of Default**");

C. Borrower has requested that Collateral Agent and Required Lenders waive their rights and remedies against Borrower, limited specifically to the Existing Events of Default. Although neither Collateral Agent nor Required Lenders are under any obligation to do so, the Collateral Agent and Required Lenders are willing to not exercise their rights and remedies against Borrower related to the specific Existing Events of Default subject to, and in accordance with, the terms and conditions set forth herein, and in reliance upon the representations and warranties set forth herein;

D. Borrower desires that Parent enter into (i) that certain Second Amendment to Loan Agreement dated on or about the date hereof by and between Parent and PIC (together with all exhibits and schedules thereto, in the form attached hereto as Exhibit A-1 and as the same may be amended to the extent permitted by Section 4 hereof, the "**PIC Second Amendment to Loan Agreement**"), (ii) that certain Variation Agreement No. 1 to Technology Transfer and Intellectual Property License Agreement dated on or about the date hereof by and between Parent and Genomics Innovations Company Limited (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 4 hereof, the "**PIC IP Variation Agreement**"), (iii) that certain Variation Agreement No. 1 to KSA Receivables Transfer Agreement dated on or about the date hereof between Centogene Germany and PIC (together with all exhibits and schedules thereto, in the form attached hereto as Exhibit C-1 and as the same may be amended to the extent permitted by Section 4 hereof, the "**PIC Amendment to Receivables Agreement**"), (iv) that certain Share Purchase Agreement dated on or about the date hereof by and between Parent, as seller, and PIC, as purchaser (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 4 hereof, the "**PIC SPA**"), (v) that certain Variation Agreement No. 1 to Consultancy Agreement dated on or about the date hereof by and between Parent and Genomics Innovations Company Limited (together with all exhibits and schedules thereto, in the form attached hereto as Exhibit E and as the same may be amended to the extent permitted by Section 4 hereof, the "**PIC Amendment to Consultancy Agreement**") and (vi) that certain Amendment to Second Registration Rights Agreement dated on or about the date hereof by and between Parent and PIC (together with all exhibits and schedules thereto, in the form attached hereto as Exhibit F and as the same may be amended to the extent permitted by Section 4 hereof, the "**PIC Amendment to Registration Rights Agreement**", together with the PIC Second Amendment to Loan Agreement, the PIC IP Variation Agreement, the PIC Amendment to Receivables Agreement, the PIC SPA and the PIC Amendment to Consultancy Agreement, the "**Proposed Lifera Transaction Documents**");

E. Section 7 of the Loan Agreement and Section 2.1 of the Consent Under Original LSA require Borrower to obtain the consent of Collateral Agent and Required Lenders to enter into (i) that certain First Amendment to Loan Agreement dated as of April 23, 2024 by and between Parent and PIC (together with all exhibits and schedules thereto, in the form attached hereto as Exhibit A-2 and as the same may be amended to the extent permitted by Section 4 hereof, the "**PIC First Amendment to Loan Agreement**"), (ii) that certain KSA Receivables Transfer Agreement dated as of April 23, 2024 by and between Centogene Germany and PIC (together with all exhibits and schedules thereto, in the form attached hereto as Exhibit C-2 and as the same may be amended to the extent permitted by Section 4 hereof, the "**Existing PIC Receivables Agreement**") and (iii) the Proposed Lifera Transaction Documents and together with the PIC First Amendment to Loan Agreement and the Existing PIC Receivables Agreement, the "**Lifera Transaction Documents**") and consummate the transaction contemplated thereby and Borrower has requested that Collateral Agent and Required Lenders provide such consent, and Collateral Agent and Required Lenders have agreed to provide such consent subject to, and in accordance with, the terms and conditions set forth herein, and in reliance upon the representations and warranties set forth herein;

F. Borrower has requested that Collateral Agent and the Required Lenders modify certain provisions of the Loan Agreement; and

G. Collateral Agent and the Required Lenders have agreed to amend certain provisions of the Loan Agreement, subject to, and in accordance with, the terms and conditions set forth herein, and in reliance upon the representations and warranties set forth herein.

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 Required Lenders and Collateral Agent hereby agree as follows:

1. Definitions. Capitalized terms used but not defined in this Amendment shall have the meanings given to them in the Loan Agreement.

2. Waiver of Existing Events of Default. Subject to the terms and conditions hereof, Collateral Agent and Required Lenders hereby waive the Existing Events of Default.

3. Consent. Subject to the terms and conditions hereof, Collateral Agent and Required Lenders hereby consent to the execution, delivery and performance of the Lifera Transaction Documents in the forms attached hereto as Exhibit A through Exhibit E and consummation of the transactions contemplated thereby. Any amendment to the Lifera 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.

4. Limitation of Waiver and Consent.

4.1 The waiver set forth in Section 2 above shall apply only with respect to the Existing Events of Default. The agreement by Collateral Agent and Required Lenders to waive the Existing Events of Default (a) in no way shall be deemed an agreement by Collateral Agent or any Lender to waive Borrower's compliance with the sections of the Loan Agreement that resulted in the Existing Events of Default, (b) shall not limit or impair Collateral Agent's or any Lender's right to demand strict performance of such sections after the date of this Amendment, (c) shall not limit or impair Collateral Agent's or any Lender's right to demand strict performance of all other covenants of the Loan Agreement and (d) shall not 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. The waiver set forth in Section 2 above is 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, or (b) otherwise prejudice any right, remedy or obligation which Lenders or Borrower may now have or may have in the future under or in connection with any Loan Document.

4.2 Except for the consents set forth in Section 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. The consents set forth in Section 3 above are effective for the purposes set forth therein and shall be limited precisely as written and shall not (a) be deemed to 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 Borrower's failure to consummate the transactions contemplated by the Lifera Transaction Documents or the breach or fulfillment of any of Borrower's obligations under the Lifera Transaction Documents, (b) limit or impair Collateral Agent's or any Lender's right to demand strict performance of all other covenants, or (c) 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.

5. Amendments to Loan Agreement.

5.1 Section 6.2(a)(ii) (Audited Financial Statements). Section 6.2(a)(ii) of the Loan Agreement is amended and restated as follows:

"(ii) as soon as available, but no later than the earlier of (A) one hundred twenty (120) days after the last day of Parent's fiscal year (other than Parent's fiscal year ended December 31, 2023, which will be no later than May 15, 2024) or (B) within five (5) days of filing with the Securities and Exchange Commission, audited consolidated financial statements prepared under IFRS, consistently applied, together with an unqualified opinion on the financial statements from an independent certified public accounting firm acceptable to Collateral Agent in its reasonable discretion;".

5.2 Section 6.15 (Financial Consultancy Engagements). New Section 6.15 is hereby added after Section 6.14 of the Loan Agreement as follows:

"**6.15 Financial Consultancy Engagements.** On or prior to May 22, 2024 and all times thereafter until the earlier to occur of (a) the closing of a strategic transaction and (b) achievement of cash flow positive, Borrower shall engage (i) Oliver Wyman or another financial consultancy firm acceptable to Collateral Agent and (ii) a chief restructuring/transformation officer acceptable to Collateral Agent, such engagements for the purpose of maximizing Borrower's ability to reach and maintain positive cash flow and the closing of a strategic transaction. In addition, Borrower agrees to comply with the terms set forth on Schedule 1 attached to the Fourth Amendment."

5.3 Section 8.2 (Covenant Default). Section 8.2(a) of the Loan Agreement is hereby amended and restated in its entirety as follows:

"(a) Borrower or any of its Subsidiaries fails or neglects to perform any obligation in Sections 6.2 (Financial Statements, Reports, Certificates), 6.4 (Taxes), 6.5 (Insurance), 6.6 (Operating Accounts), 6.7 (Protection of Intellectual Property Rights), 6.9 (Notice of Litigation and Default), 6.10 (Financial Covenant), 6.11 (Landlord Waivers; Bailee Waivers), 6.12 (Creation/Acquisition of Subsidiaries), 6.14 (PIC Transaction Documents), 6.15 (Financial Consultancy Engagements), or Borrower violates any covenant in Section 7; or"

5.4 Section 8.13 (Delisting). Section 8.13 of the Loan Agreement is hereby deleted in its entirety.

5.5 Section 13 (Definitions). The following terms and their respective definitions are hereby amended and restated in their entirety in Section 13 of the Loan Agreement:

"**Loan Documents**" are, collectively, this Agreement, the Consent Under Original LSA, the Perfection Certificates, each Compliance Certificate, each Disbursement Letter, the Post Closing Letter, the Dutch Security Documents, the German Security Documents, each Intellectual Property security agreement, the Success Fee Agreement, the PIC Subordination Agreement, any other subordination agreements, any note or notes or guaranties executed by Borrower or any other Person, and any other present or future agreement entered into by Borrower, any Guarantor or any other Person for the benefit of the Lenders and Collateral Agent in connection with this Agreement; all as amended, restated, or otherwise modified.

"**PIC Transaction Documents**" are, collectively, the PIC Joint Venture Agreement, the PIC Loan Agreement, the PIC Preemptive Rights Agreement (as defined in the Consent Under Original LSA), the PIC ROFO Agreement (as defined in the PIC Loan Agreement), the PIC Registration Rights Agreement (as defined in the Consent Under Original LSA), the PIC JV Consultancy Agreement, the PIC JV Laboratory Services Agreement, the PIC JV Technology Transfer and IP License Agreement, the PIC SPA (as defined in the Fourth Amendment) and the PIC Receivables Agreement (as defined in the Fourth Amendment).

5.6 Section 13 (Definitions). The following terms and their respective definitions are added to Section 13.1 of the Loan Agreement in appropriate alphabetical order as follows:

"**Fourth Amendment**" is that certain Limited Waiver, Consent and Fourth Amendment to Loan and Security Agreement dated as of the Fourth Amendment Effective Date by and among Collateral Agent, the Lenders party thereto and Borrower.

"**Fourth Amendment Effective Date**" means May 12, 2024.

"**Success Fee Agreement**" is that certain Success Fee Agreement dated as of the Fourth Amendment Effective Date by and among Collateral Agent, Lenders and Borrower.

6. Limitation of Amendment.

6.1 The amendments set forth in Section 5 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, or (b) otherwise prejudice any right, remedy or obligation which Lenders or Borrower may now have or may have in the future under or in connection with any Loan Document, as amended hereby.

6.2 This Amendment 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.

7. Representations and Warranties. To induce Collateral Agent and the Required Lenders to enter into this Amendment, Borrower hereby represents and warrants to Collateral Agent and the Required Lenders as follows:

7.1 Immediately after giving effect to this Amendment (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;

7.2 No Event of Default has occurred and is continuing under the PIC Transaction Documents;

7.3 Borrower has the power and due authority to execute and deliver this Amendment and to perform its obligations under the Loan Agreement, as amended by this Amendment;

7.4 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;

7.5 The execution and delivery by Borrower of this Amendment and the performance by Borrower of its obligations under the Loan Agreement, as amended by this Amendment, 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;

7.6 The execution and delivery by Borrower of this Amendment and the performance by Borrower of its obligations under the Loan Agreement, as amended by this Amendment, 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; and

7.7 This Amendment 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.

8. Loan Document. Borrower, Lenders and Collateral Agent agree that this Amendment 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 Amendment and the Loan Documents represent the entire agreement about this subject matter and supersede prior negotiations or agreements.

9. Release by Borrower.

9.1 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 Amendment 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**").

9.2 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.

9.3 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 Amendment, 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.

10. Effectiveness. This Amendment shall be deemed effective as of the date hereof upon Collateral Agent's receipt, in form and substance reasonably satisfactory to Collateral Agent, of the following fully-executed documents, and completion of the following matters:

10.1 this Amendment;

10.2 the First Amendment to Subordination Agreement by and between Collateral Agent and PIC dated as of the date hereof;

10.3 the Success Fee Agreement;

10.4 true and correct executed copies of the Lifera Transaction Documents; and

10.5 evidence of the receipt by Parent of the proceeds of the First Tranche Purchase Price (as defined in the PIC Receivables Agreement) of not less than $5,000,000, in a Collateral Account of Parent located in Germany.

11. Counterparts. This Amendment 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 Amendment shall be effective as a manually executed counterpart signature thereof.

12. Governing Law. This Amendment 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 Amendment to be executed as of the date first set forth above.

BORROWER:

CENTOGENE N.V.

By _____
Name: Miguel Coego
Title: Chief Financial Officer, Legal & IT

By
Name: Peter Bauer
Title: Chief Medical and Genomic Officer

CENTOGENE GMBH

By _____
Name: Miguel Coego
Title: CFO/Managing Director (Geschäftsführer)

By _____
Name: Michael Priebe
Title: VP Finance (Prokurist)

CENTOSAFE B.V.

By _____
Name: Miguel Coego
Title: CFO/Managing Director

CENTOGENE US, LLC

By _____
Name: Dr. Mario D'Alessandro
Title: SVP, Business Development

[*Signature Page to Fourth Amendment to LSA*]

COLLATERAL AGENT:

OXFORD FINANCE LLC

By _____
Name: Colette H. Featherly
Title: Senior Vice President

LENDERS:

OXFORD FINANCE FUNDING XII LLC
OXFORD FINANCE FUNDING XIII LLC
OXFORD FINANCE FUNDING 2020-1 LLC

By: Oxford Finance LLC, as servicer

By: _____
Name: Colette H. Featherly
Title: Senior Vice President

OXFORD FINANCE CREDIT FUND FUNDING TRUST II, as Lender

By: Oxford Finance Credit Fund II LP, as servicer
By: Oxford Finance Advisors, LLC, as manager

By: _____
Name: Colette H. Featherly
Title: Senior Vice President

OXFORD FINANCE CREDIT FUND III 2024-A, LP, as Lender

By: Oxford Finance Advisors, LLC, as servicer
By: _____
Name: Colette H. Featherly
Title: Senior Vice President

Exhibit A-1

PIC Second Amendment to Loan Agreement

See attached.

Exhibit A-2

PIC First Amendment to Loan Agreement

See attached.

Exhibit B

PIC IP Variation Agreement

See attached.

Exhibit C-1

PIC Amendment to Receivables Agreement

See attached.

Exhibit C-2

Existing PIC Receivables Agreement

See attached.

Exhibit D

PIC SPA

See attached.

Exhibit E

PIC Amendment to Consultancy Agreement

See attached.

Exhibit F

PIC Amendment to Registration Rights Agreement

See attached.

Schedule 1

[*****]

Exhibit 99.9

SUCCESS FEE AGREEMENT

THIS **SUCCESS FEE AGREEMENT** (this "**Agreement**"), dated as of May 12, 2024 (the "**Effective Date**"), 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 listed on Schedule 1.1 hereof or otherwise a party thereto from time to time including Oxford in its capacity as a Lender (each a "**Lender**" and collectively, the "**Lenders**"), 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 ("**Centogene US**", and together with Parent, Centogene Germany and Centosafe, individually and collectively, jointly and severally, "**Borrower**").

Borrower will enter into that certain Limited Waiver, Consent and Fourth Amendment to Loan and Security Agreement dated as of the date hereof with Collateral Agent and Lenders (the "**Fourth Amendment**"), which further amends 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, and as amended by that certain Third Amendment to Loan and Security Agreement dated as of November 1, 2023 (as amended, restated, or otherwise modified from time to time, the "**Loan Agreement**"). Capitalized terms used herein and not otherwise defined herein shall have meanings assigned to such terms in the Loan Agreement.

AS INDUCEMENT FOR LENDERS TO ENTER INTO THE FOURTH AMENDMENT AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, the parties agree as follows:

1. Upon the occurrence of a Trigger Event, Borrower agrees and promises to pay to Collateral Agent, to be shared between Lenders in accordance with their respective Pro Rata Shares, the Success Fee. The Success Fee in respect of the Term Loans advanced by the Lenders prior to a Trigger Event, shall be fully earned and paid concurrently with the occurrence of a Trigger Event; provided, however, in the case of a Trigger Event pursuant to clause (b) of such defined term, Borrower shall pay the Success Fee not later than two (2) Business Days after the reporting deadline of such Trigger Event. The Success Fee in respect of any Term Loans advanced by Lenders after the occurrence of a Trigger Event shall be fully earned and due and payable on the Funding Date of such Term Loans.

2. A "**Trigger Event**" is the first to occur after the Effective Date of any of the following: (a) if the Market Capitalization for Parent exceeds One Hundred Twenty-Five Million Dollars ($125,000,000.00) for ten (10) consecutive trading days, (b) any transaction or series of related transactions, whether by sale of securities, merger or otherwise, in which any Person acquires, directly or indirectly, beneficially or of record, shares of Parent constituting more than fifty percent (50%) of the aggregate ordinary voting power represented by the issued and outstanding equity interests of Parent, (c) any transaction or series of related, whether by sale of securities, merger or otherwise, in which stockholders (other than Parent) own more than forty-nine percent (49%) of the voting stock of Centogene Germany, (d) a sale or other disposition by Parent (or any corporate successor) or any of its Subsidiaries, taken as a whole, of all or substantially all of its assets, (e) the first underwritten public offering of capital stock of Borrower (other than Parent) (or any corporate successor), one of its Subsidiaries or any direct or indirect parent that is an Affiliate of Borrower (other than Parent) under the Securities Act of 1933, as amended, or any foreign equivalent, (f) a direct listing on the New York Stock Exchange, the NASDAQ Stock Market or other US or foreign trading market involving the capital stock of Borrower (other than Parent) (or any corporate successor), one of its Subsidiaries or any direct or indirect parent that is an Affiliate of Borrower (other than Parent) without an underwriter pursuant to an effective registration statement under the Securities Act of 1933, as amended, or any foreign equivalent, or (g) any merger, acquisition, contribution, equity purchase or similar reorganization transaction or series of transactions resulting in the combination of Borrower (other than Parent) (or any corporate successor), one of its Subsidiaries or any direct or indirect parent that is an Affiliate of Borrower (other than Parent) with another Person (including, without limitation, any SPAC) where the capital stock of the surviving Person or any direct or indirect parent thereof are registered under the Securities Act of 1933, as amended, or any foreign equivalent. "**Market Capitalization**" means, as of any date of determination, the product of (a) the number of Parent's shares of common stock on such date of determination and (b) the closing price of such shares as quoted on www.nasdaq.com (or other exchange where such shares are listed for trading), or if such page is not available, any other commercially available source providing quotations of such closing price as reasonably selected by Parent, on such date of determination. "**SPAC**" is a company with no commercial operations that is formed for the purpose of raising capital through an initial public offering of its shares to finance the future acquisition of an existing operating company.

3. The "**Success Fee**" is a non-refundable fee for each Term Loan advanced by Lenders to Borrower in an amount equal to (a) two percent (2.00%) multiplied by (b) the original principal amount of such Term Loan.

4. Miscellaneous.

(a) Notice of Trigger Event. Borrower shall provide Collateral Agent with at least ten (10) Business Days' written notice prior to a Trigger Event; provided, however, in the case of a Trigger Event pursuant to clause (a) of such defined term, Borrower shall provide written notice of such Trigger Event as soon as reasonably practicable following such Trigger Event, but in any event not more than three (3) Business Days after such Trigger Event.

(b) Representations and Warranties. Borrower represents and warrants to Collateral Agent and the Lenders as follows:

(i) This Agreement has been duly authorized and executed by Borrower and is a valid and binding obligation of Borrower enforceable in accordance with its terms, subject to laws of general application relating to bankruptcy, insolvency and the relief of debtors and the rules of law or principles at equity governing specific performance, injunctive relief and other equitable remedies.

(ii) The execution and delivery of this Agreement do not conflict with Borrower's organizational documents, do not and will not contravene any material law, governmental rule or regulation, judgment or order applicable to Borrower, and do not and will not conflict with or contravene any provision of, or constitute a default under, any material indenture, mortgage, contract or other instrument of which Borrower is a party or by which it is bound or require the consent or approval of, the giving of notice to, the registration or filing with or the taking of any action in respect of or by, any federal, state or local government authority or agency or other person.

(c) Modification and Waiver. This Agreement and any provision hereof may be changed, waived, discharged or terminated only by an instrument in writing signed by the party against which enforcement of the same is sought.

(d) Descriptive Headings. The descriptive headings of the various Sections of this Agreement are inserted for convenience only and do not constitute a part of this Agreement. The language in this Agreement shall be construed as to its fair meaning without regard to which party drafted this Agreement.

(e) Governing Law. This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of New York. Section 11 of the Loan Agreement is incorporated herein by this reference as though fully set forth.

(f) Survival of Representations, Warranties and Agreements. All representations and warranties contained herein shall survive the date of this Agreement. All agreements contained herein shall survive indefinitely until, by their respective terms, they are no longer operative.

(g) Remedies. In case any one or more of the covenants and agreements contained in this Agreement shall have been breached, Collateral Agent and each Lender may proceed to protect and enforce their or its rights either by suit in equity and/or by action at law, including, but not limited to, an action for damages as a result of any such breach and/or an action for specific performance of any such covenant or agreement contained in this Agreement.

(h) Severability. The invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of such provision in any other jurisdiction, or affect any other provision of this Agreement, which shall remain in full force and effect.

(i) Recovery of Litigation Costs. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable and documented attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

(j) Entire Agreement; Modification. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and undertakings of the parties, whether oral or written, with respect to such subject matter.

(k) Termination of Agreement. This Agreement shall continue in full force and effect with respect to each Term Loan advanced by Lenders to Borrower until the earlier of: (a) the seventh (7^{th}) anniversary of this Agreement and (b) if the Loan Agreement and Lenders' obligations to make Credit Extensions thereunder have been terminated, one Business Day after Collateral Agent's receipt of the Success Fee for such Term Loan. The obligations hereunder shall survive the termination of the Loan Agreement until terminated in accordance with the terms of this Agreement.

(l) Successors and Assigns. This Agreement binds and is for the benefit of the successors and permitted assigns of each party. Borrower may not transfer, pledge or assign this Agreement or any rights or obligations under it without Collateral Agent's prior written consent. Collateral Agent and each Lender has the right, without the consent of or notice to Borrower, to sell, transfer, assign, pledge, negotiate, or grant participation in all or any part of, or any interest in, such Person's obligations, rights, and benefits under this Agreement.

(m) No Impairment. Borrower shall not by any action including, without limitation, amending its organizational documents, any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of this Agreement, but will at all times in good faith assist in the carrying out of all such terms and in the taking of all such action as may be necessary or appropriate to protect the rights of Collateral Agent and the Lenders set forth in this Agreement against impairment. Without limiting the generality of the foregoing, Borrower will obtain all such authorizations, exemptions or consents from any third party or any public regulatory body having jurisdiction thereof as may be necessary to enable Borrower to perform its obligations under this Agreement.

(n) Addresses. Any notice required or permitted hereunder shall be in writing and shall be mailed by overnight courier, registered or certified mail, return receipt required, and postage pre-paid, or otherwise delivered by hand or by messenger, addressed as set forth below, or at such other address as Borrower, Collateral Agent or any Lender shall have furnished to the other party.

If to Borrower:	CENTOGENE N.V. Am Strande 7 18055 Rostock Germany Attn: Miguel Coego Email: miguel.coego@centogene.com
with a copy (which shall not constitute notice) to:	MINTZ, LEVIN, COHN, FERRIS, GLOVSKY AND POPEO, P.C. 919 Third Avenue New York, NY 10022 Attn: Matthew Gautier Email: mbgautier@mintz.com
If to Collateral Agent and any Lender:	OXFORD FINANCE LLC 115 South Union Street Suite 300 Alexandria, VA 22314 Attn: Legal Department Fax: (703) 519-5225 Email: LegalDepartment@oxfordfinance.com
with a copy (which shall not constitute notice) to:	DLA Piper LLP (US) 500 8th Street, NW Washington, DC 20004 Attn: Eric Eisenberg Fax: (202) 799-5211 Email: eric.eisenberg@us.dlapiper.com

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by its officers thereunto duly authorized.

BORROWER:

CENTOGENE N.V.

By _____
Name: Miguel Coego
Title: Chief Financial Officer, Legal & IT

By _____
Name: Peter Bauer
Title: Chief Medical and Genomic Officer

CENTOGENE GMBH

By _____
Name: Miguel Coego
Title: CFO/Managing Director (*Geschäftsführer*)

By _____
Name: Michael Priebe
Title: VP Finance (*Prokurist*)

CENTOSAFE B.V.

By _____
Name: Miguel Coego
Title: CFO/Managing Director

CENTOGENE US, LLC

By _____
Name: Dr. Mario D'Alessandro
Title: SVP, Business Development

COLLATERAL AGENT AND LENDER:

OXFORD FINANCE LLC

By _____
Name: Colette H. Featherly
Title: Senior Vice President

LENDERS:

OXFORD FINANCE FUNDING XII LLC
OXFORD FINANCE FUNDING XIII LLC
OXFORD FINANCE FUNDING 2020-1 LLC

By: Oxford Finance LLC, as servicer

By _____
Name: Colette H. Featherly
Title: Senior Vice President

OXFORD FINANCE CREDIT FUND FUNDING TRUST II, as Lender

By: Oxford Finance Credit Fund II LP, as servicer
By: Oxford Finance Advisors, LLC, as manager

By _____
Name: Colette H. Featherly
Title: Senior Vice President

OXFORD FINANCE CREDIT FUND III 2024-A, LP, as Lender

By: Oxford Finance Advisors, LLC, as servicer

By _____
Name: Colette H. Featherly
Title: Senior Vice President