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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 August 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):

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## Centogene N.V.

### Manager-Leasing Contract and Appointment of Chief Restructuring Officer

Centogene N.V. (the “Company”) previously announced its commitment to engage a financial consultancy firm and chief restructuring officer pursuant to the limited waiver, consent and fourth amendment, dated May 12, 2024, to the existing Loan and Security Agreement dated January 31, 2022 between the Company and Oxford Finance LLC, the Company’s senior lender. Further to such commitment, on August 11, 2024, the Company and Centogene GmbH, a wholly owned subsidiary of the Company (“Centogene GmbH”), entered into a manager-leasing contract (the “CRO Agreement”) with Atreus Interim Management GmbH, which became effective on August 13, 2024. Pursuant to the CRO Agreement, the Company appointed Thomas Wiedermann to serve as Chief Restructuring Officer of Centogene GmbH (the “CRO”) and as a managing director of Centogene GmbH. The CRO has (i) oversight over measures to improve the Company’s cost-savings and liquidity and (ii) authority to make decisions related to any restructuring of Centogene GmbH, without requiring the consent of any other managing directors of Centogene GmbH. The initial term of the CRO Agreement expires May 31, 2025, subject to earlier termination in accordance with its terms. On August 13, 2024, in connection with the CRO Agreement, the Company also (i) entered into a service agreement with the CRO (the “Service Agreement”), pursuant to which the CRO shall operate as a de facto member of the Company’s management board (subject to the Company’s supervisory board’s right to suspend the CRO), (ii) granted the CRO a power of attorney conferring authority to act on behalf of the Company to execute the CRO’s duties set forth in the CRO Agreement and (iii) entered into a separate indemnification agreement with the CRO (the “Indemnification Agreement”) pursuant to which the Company agreed to indemnify the CRO in connection with the CRO’s services to the Company (subject to certain customary exceptions).

The foregoing descriptions are qualified in their entirety by reference to the CRO Agreement, the Service Agreement and the Indemnification Agreement, copies of which are attached as Exhibits 99.1, 99.2 and 99.3 hereto, 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: August 19, 2024

CENTOGENE N.V.

By: /s/Jose Miguel Coego Rios

Name: Jose Miguel Coego Rios

Title: Chief Financial Officer

## Exhibit Index

<b><u>Exhibit</u></b>	<b><u>Description of Exhibit</u></b>
<a href="#"><u>99.1</u></a>	<a href="#"><u>CRO Agreement.</u></a>
<a href="#"><u>99.2</u></a>	<a href="#"><u>Service Agreement.</u></a>
<a href="#"><u>99.3</u></a>	<a href="#"><u>Indemnification Agreement.</u></a>

Manager-Leasing contract

CRO

between Centogene GmbH  
Am Strande 7  
18055 Rostock  
Germany hereinafter: „Client“  
or „Centogene GmbH“ or  
„CNTG“

and: Atreus Interim Management GmbH  
Landshuter Allee 8  
80637 Munich  
Germany hereinafter: „Contractor“  
or „Atreus“

together hereinafter: the „Parties“

and: Centogene N.V.  
Am Strande 7  
18055 Rostock  
Germany hereinafter: „Centogene N.V.“

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## Recitals

As a market-leading provider of interim management services, Atreus provides its Clients with experienced managers quickly and flexibly on a temporary basis within the framework of management leasing contracts. Whether line, project or program management: Atreus Managers integrate fully into our Clients' organizations and solve tasks in critical situations safely and quickly. The Atreus Managers who are deployed to meet the specific challenges are experienced managing directors, project and change managers and result-oriented implementers.

Upon execution of this agreement, any and all prior agreements, contracts, or understandings between the Parties, whether written or oral, related to the subject matter of this agreement, specifically the Manager-leasing effective June 5, 2024 are hereby terminated and rendered null and void in their entirety. This agreement shall supersede and replace any and all such prior agreements, contracts or understandings in all respects.

1. Permission to supply temporary workers according to AÜG (German law on temporary employment)
    - 1.1 Atreus is in possession of a valid permit to supply temporary workers in accordance with § 1 Para. 1 of the German Law on Temporary Employment (AÜG). The permit was last issued by the Federal Employment Agency, Nuremberg Employment Agency in Nuremberg on March 6, 2020. A copy is attached to this contract as Annex 2.
    - 1.2 Atreus shall immediately notify the Client in writing of the date on which the permit ceases to apply (§ 12 Para. 2 AÜG).
    - 1.3 In cases of non-extension (§ 2 Para. 4 Sentence 3 AÜG), withdrawal (§ 4 Para. 1 AÜG) or revocation (§ 5 Para. 1 AÜG) Atreus shall immediately notify the Client in writing of the expected end of the assignment (§ 2 Para. 4 Sentence 4 last half-Sentence AÜG) (§ 12 Para. 2 AÜG).
  2. Subject Matter of the contract
    - 2.1 The subject matter of this contract is the provision of a manager employed by Atreus to the Client on the basis of the German Law on the Provision of Temporary Workers (AÜG) in the currently valid version.
    - 2.2 The Atreus Manager Thomas Wiedermann (born [\*\*\*]) (hereinafter: the Manager) is assigned as CRO to the Client. The Manager shall be appointed as a Managing Director within the meaning of Section 35 (1) of the German Limited Liability Companies Act (GmbHG) of the Client. His main tasks/activities include:
      - Implementation of cost-saving measures
      - Concept to reduce the outflow of liquidity
      - Implementation and support of the measures envisaged by the management consultant Oliver Wyman and approved by CNTG management, the Supervisory Board of Centogene N.V. ("**Supervisory Board**") or the Client
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- Detailed review of the current restructuring/milestone plan for each measure, and generally, continuous involvement, internal communication and consultation on any restructuring and M&A activities including, but not limited to:
  - internal and external restructuring projects
  - restructuring-related transactions (in particular, such transactions with respect to debt or equity)
  - contemplated strategic corporate transactions
  - stakeholder communications with respect to any strategic corporate or restructuring related transactions
  - transactions with respect to refinancing projects
  - internal projects and/or initiatives focused on the restructuring of CNTG
- Discussion of progress and critical path with CNTG and for deviations
- Discuss root causes with CNTG management and develop (in collaboration with consultants) a plan to get back on track
- Identification of risks for the bottom and topline plan
- Weekly review of liquidity development (on the basis of an analysis prepared by consultants or CNTG) analysis and derivation of implications/need for further countermeasures
- Continuous improvement of planning quality/planning process
- Stakeholder management and communication
  - Activation of the organization in agreement with CNTG management
- Identification/development of hypotheses for further measures (bottom line, top line) using the analyses and reports
- Using the analyses carried out by consultants or CNTG team and communicating the measures to the organization/enabling decision-making
- Implementation of measures and escalation if necessary in the event of delays/resistance
- Discussion of regular reports for the Supervisory Board as indicated by CNTG management
- Discussion/communication with Oxford Finance LLC regarding the aforementioned tasks (provided that the Manager shall promptly provide a summary of any such discussions/communication to the Supervisory Board)
- Consult with the Supervisory Board on a weekly basis (or more frequently as agreed to by the Manager and the Supervisory Board) regarding initiatives and progress to date
- Discussion topics/coordination:
  - Sharing of activities vs. consultant - Conducting analyses of consultant vs. CRO with focus on decision making and stakeholder management
  - CRO governance

The Manager's place of work at the Client's premises is Rostock. The Manager's work at the Client's premises will in all likelihood require a large number of business trips. If the Manager shall work on other locations, it will be necessary to convene with CNTG management, and/or the Supervisory Board and the supervisory board (or its equivalent of the Client). In this case, clauses 6.2 and 6.4 shall apply. The Manager's work at the Client's premises will in all likelihood require a large number of business trips.

- 2.3 The Manager reports during the assignment to (i) the Supervisory Board who shall be tasked with the supervision of the performance by the Manager of the tasks and duties assigned to him under this contract and (ii) the supervisory board (or its equivalent) of the Client.
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- 2.4 The Manager shall be appointed as a Managing Director of the Client in order to efficiently and effectively implement actions required that are consistent with the objectives described above.
- 2.5 The Manager shall have sole power of representation (*Einzelvertretungsbefugnis*) of the Client. The articles of association of the Client, as well as any rules of procedures for the management board of the Client shall ensure that the Manager has the right and authority to make any and all decisions related to the restructuring of the Client without requiring the consent of any other Managing Directors of the Client.
- 2.6 In addition, the Manager will enter into a service agreement (*overeenkomst van opdracht*) under Dutch law with Centogene N.V. pursuant to which the Manager will be entrusted by Centogene N.V. with the tasks, duties and powers described above in relation to the Client and Centogene N.V. and, if applicable, other affiliates of Centogene N.V., with full power of attorney to act for and on behalf of Centogene N.V. ("**Power of Attorney**") and will be granted (i) the right to give instructions to the Client's management board on any restructuring-related topics, (ii) the right to veto any instructions proposed by the management board or a managing director of Centogene N.V. to the Client's management board in respect of any restructuring and (iii) to revoke, modify or otherwise amend any instruction given by the management board or managing director of Centogene N.V. to the Client's management in respect of any restructuring. The scope of the aforementioned tasks, duties and powers, including the Power of Attorney, shall confer on the Manager tasks, duties, rights and powers similar to those of a managing director (*statutair directeur*) of a public company (*naamloze vennootschap*). Against this background, the service agreement will include the acknowledgement that the Manager, in the performance of his tasks under the services agreement and for the scope referred to, will operate as a de facto management board member (*feitelijk beleidsbepaler*) of Centogene N.V., and (i) that he will be bound by the same standards and principles as set forth in Article 2:9 of the Dutch Civil Code ("**DCC**") and Article 2:129(5) DCC, which shall be an irrevocable third party stipulation towards the management board members (*statutaire bestuurders*) of Centogene N.V., and (ii) that he may be suspended by the Supervisory Board who shall act reasonably and in the best interest of Centogene N.V. The service agreement will further include information and consultation obligations of the Supervisory Board with respect to the tasks and duties of the Manager. If the performance by the Manager of any of its tasks, duties, rights or powers included in this agreement or the aforementioned service agreement would have required the consent or approval of the Supervisory Board pursuant to Centogene N.V.'s organizational documents, any other restrictions applicable to the managing directors or applicable law if taken by Centogene N.V.'s or the Client's management board, the performance of such task, duty, right or power shall be subject to consultation and discussion with the Supervisory Board and reasonable directions (*aanwijzingen*) by the Supervisory Board.
- 2.7 The qualifications required for the position referred to in point 2.2 shall include:
- University degree in business administration or comparable professional qualification
  - Sound knowledge in management positions in the field of restructuring
  - Many years of professional experience in the medical technology and pharmaceutical industry
  - Fluency in written and spoken English
- 2.8 Atreus is and remains the employer of the Manager provided. There is no contractual relationship between the Manager and the Client, nor does it come into existence (by implication).
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3. Term of the assignment

3.1 The assignment of the Manager will begin upon execution of this contract and will continue until May 31, 2025. If the project duration is extended, the Parties will agree on an extension of the assignment in good time, no later than four weeks before the end of the agreed assignment period. The assignment shall last a maximum of 18 months in total and shall be automatically terminated after 18 months.

3.2 The assignment can only be extended through Atreus. It is agreed that before the manager is taken over by the Client, the statutory maximum transfer period of 18 months pursuant to § 1 Para. 1b AÜG should be exhausted.

4. Working hours

4.1 The Parties to the agreement assume an intensity of use of 100 percent, which corresponds to an average of approximately 18 days per month. A minimum deployment of 18 days per month on average has been agreed.

4.2 The regular weekly working time of the leased Manager is 40 hours.

4.3 For the duration of the assignment the Manager is obliged to work overtime and/or night work as well as work on weekends to the extent permitted by law if this is necessary for operational reasons.

4.4 The Client must ensure that the contractual and statutory regulations on working hours are monitored.

5. Remuneration / billing procedure / activity report / invoicing

5.1 Atreus shall receive a fee based on time spent on the assignment of Manager Thomas Wiedermann as follows:

Daily fee of 2,800.00 euros, plus statutory VAT.

The Parties agree that Atreus shall receive a higher daily fee based on time spent on the assignment of Manager Thomas Wiedermann, beginning on 1 August 2024, as follows:

Daily fee of 3,150.00 euros, plus statutory VAT.

5.2 To cover the additional expenses associated with the manager-leasing assignment (social security, health insurance, administration etc.), Atreus will charge the Client a flat rate of 15 percent of the daily rate agreed under Section 5.1 plus the statutory VAT for each day charged.

5.3 Atreus shall bill all actual days worked. Notwithstanding the aforementioned Atreus shall be entitled to bill the Client the minimum purchase agreed in Section 4.1 at the end of this contracts duration, if the actual days worked fall below the minimum purchase agreed in Section 4.1. In this respect, the Client is not obligated to accept more than the minimum intensity agreed in Section 4.1. The days to be worked are agreed between the Client and the Manager / Atreus.

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- 5.4 Atreus will issue an invoice to the Client at the beginning of the month to be billed, and the invoice is due 15 calendar days after proper invoicing. With each invoice, the Client receives an activity report on the scope of the Manager's activities during the previous month. From 1 August 2024 Atreus shall invoice the Client every 14 days in advance. Each invoice is due for payment immediately after it has been duly issued.
- 5.5 In the event of ordinary termination pursuant to Section 12.1, Atreus shall charge the daily rates for actual days worked until the end of the contract, but not less than the minimum deployment agreed in Section 4.1 calculated pro rata temporis for the period from receipt of the notice of termination until the effectiveness of the termination.
- 5.6 For bank transfers abroad / from abroad, the contracting Parties shall bear the bank charges of their respective banks themselves.
6. Travel costs
- 6.1 For the payment of travel and accommodation costs to or at the agreed place of work of the Client, Atreus invoices the Client a lump sum plus VAT at the statutory rate according to the following scheme:
- Travel lump sum (One-Way): 140.00 euros
- Accommodation lump sum: 140.00 euros
- The travel lump sum includes all costs incurred for the Manager's travel to and from the place of work. In the case of arrival and departure on the same day, the commuting fee is due twice.
- The accommodation lump sum includes all of the Manager's costs associated with an overnight stay at the place of work. This flat rate always applies if the Manager has stayed overnight at the place of work.
- 6.2 Unless otherwise agreed in writing, the Client's travel policy applies to all business trips.
- 6.3 Atreus invoices its lump sum travel expenses directly with the Client in accordance with Section 6.1.
- 6.4 The Manager shall invoice the travel expenses in accordance with Section 6.2 directly to the Client.
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7. Authority to issue directives
- 7.1 With regard to his work assignment with the Client, notwithstanding any statutory law provisions, the Manager is subject to the Client's right to issue instructions pursuant to Section 37 (1) of the German Limited Liability Companies Act (GmbHG), both with regard to the specific activity and to monitoring the execution of the work. However, any such instruction by Centogene N.V. as shareholder of the Client shall require the consent by the Manager as CRO at the level of Centogene N.V. Changes to the place of work, the duration of work and the type of activity can only be agreed between Atreus and the Client.
- 7.2 The Client may only employ the Manager to perform duties that match his qualifications.
- 7.3 Atreus guarantees that the Manager can be integrated into the Client's business; in particular, that the contractual obligation to work according to type, place and time, including any overtime that may be necessary, exists.
8. Contractor's obligations (Atreus)
- 8.1 The subject matter of this contract is the provision of a manager employed by Atreus. Atreus does not owe the Client the avoidance of losses, the generation of profits, a certain cash flow or other results. Further assurances will only become part of this contract if they have been agreed in writing or confirmed in writing by Atreus. In this respect the manager hired by Atreus is not entitled to represent Atreus when giving assurances that extend or change the performance promise in accordance with this contract.
- 8.2 Atreus will support the assignment of the Manager with appropriate measures. The Manager will regularly inform the responsible Atreus Director about his or her work and coordinate with the Atreus Director - especially in critical situations. In consultation with the Client, Atreus will propose suitable measures to ensure that the manager achieves the objectives associated with his or her assignment.
- 8.3 If case of the Manager being unforeseenly absent for more than ten consecutive calendar days due to illness, accident etc., Atreus will try to propose a suitable replacement as soon as possible (usually within 14 calendar days) at the Client's request or inform the Client that no suitable replacement is available. The Client is entitled to refuse a replacement for a commensurable reason.
- 8.4 The Client can demand the dismissal of the manager hired out by Atreus and immediately demand a suitable replacement if the Manager hired out does not have the qualifications in the required professional fields. The same applies if there is a reason that would entitle an employer to issue a warning to an employee for violating contractual obligations. Atreus will promptly notify Oxford Finance LLC of any such demand for dismissal or replacement. If the Manager will be replaced then the replacement shall concurrently replace the Manager in the service agreement with Centogene N.V. and in the Power of Attorney.
- 8.5 Atreus assures that it will comply with all provisions of the AÜG as well as all other relevant labor, social security and tax regulations with regard to the leased manager.
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- 8.6 If the Client's company is directly affected by an industrial dispute while the temporary Manager is working, the Manager has the right to refuse to work under § 11 Para. 5 AÜG.
- 8.7 The Client is entitled to demand quarterly confirmations from Atreus that social security contributions have been properly paid.
9. Contractor's liability (Atreus)
- 9.1 Atreus is liable to the Client for all costs incurred as a result of the absence or loss of a license for the commercial supply of temporary workers as per § 1 AÜG, unless Atreus is not responsible for the loss of the license and notifies the Client of the loss without delay.
- 9.2 Atreus is only liable to the Client if Atreus did not take the necessary diligence in selecting the leased employees; beyond the diligent selection of the leased manager, Atreus does not assume any liability for any work performed by the leased Manager.
- 9.3 Atreus shall be liable only for damages and expenses incurred by the Client that:
- have been caused willfully or with gross negligence by Atreus or its legal representatives or agents; or
  - result from injury to life, body or health and are caused by a breach of duty by Atreus or one of its legal representatives or agents; or
  - are subject to the product liability act, or
  - result from a fraudulent misrepresentation on the part of Atreus or one of its legal representatives or agents; or
  - result from the breach of a duty by Atreus that is essential to the achievement of the purpose of this contract (cardinal obligation).
- In cases other than the above, Atreus' liability – irrespective of the legal reasons – shall be limited to the contractually typical and foreseeable damage.
- 9.4 The limitation of the liability of Atreus pursuant to Section 5.2 shall also include the personal liabilities of the executives, employees, legal representatives and agents of Atreus.
10. Client's obligations (Borrower)
- 10.1 The Client shall provide all information and documents necessary for the performance of the tasks assumed with the function and shall do what is necessary to enable successful operation. In particular, the Manager will receive from the Client at the start of his assignment or, if necessary, during the course of the assignment, any other necessary information (e. g. details of the objectives, context of the assignment, the Client's strategy and priorities, key people, other customs etc.) and will have full access to the supervisory board (or its equivalent) of the Client and the Supervisory Board.
- 10.2 The Client will also provide Atreus with all the relevant documents including the articles of association/partnership agreements of the company(ies), rules of procedure, essential contracts, etc.) that are necessary for the performance of the tasks assumed. If Atreus and/or the Manager makes mistakes due to the fact that such documents were not available, Atreus and/or the Manager will not be held responsible unless they have acted with intent or gross negligence.
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- 10.3 To the extent that the Manager provides certain recommendations and/or concerns to the Client with respect to any management decisions related to strategic corporate transactions and/or restructuring-related transactions, as more particularly described in the tasks/activities of the Manager outlined in Section 2.2. above, including the Client's obligation to inform Oxford Finance LLC of any such management decisions with respect to the foregoing, and the Client disregards such recommendations and/or concerns provided by the Manager, including any decision by the Client or Centogene N.V. not to pursue any strategic corporate transaction and/or restructuring-related transaction, the Client will provide the reasoning for disregarding the Manager's recommendations and/or concerns, which shall be disclosed by Client and Manager to Oxford Finance LLC.
- 10.4 The Client is obligated to allow Oxford Finance LLC full and direct communication with the Manager at all times (provided that the Manager shall promptly provide a summary of any such communication to the Supervisory Board).
- 10.5 The Client is obligated to instruct the Manager on safety and health protection at work before starting work, in accordance with § 12 Para. 2 of the German Occupational Safety and Health Act (ArbSchG). Taking into account the qualifications and experience of the Manager hired out, the Client must familiarize him/her with the risks specific to the workplace, as well as the accident prevention and other occupational safety regulations applicable to his/her company and the workplace in question, and ensure that they are observed.
- 10.6 In the event of the Client appointing the Manager as Managing Director, the Client undertakes to take out D&O insurance with sufficient coverage from the beginning of the appointment or to include the Manager in an existing D&O insurance policy with sufficient coverage.
- 10.7 The Manager provided is carefully selected and, in Atreus' opinion, is suitable for the Client's task. The Client has ascertained the suitability of the manager for the intended function and activity and therefore considers the manager to be qualified for the intended function and activity. The Client must immediately address any objections to the Manager's qualifications to Atreus.
- 10.8 The Client assures to comply with all provisions of the AÜG as well as all other relevant labour law regulations with regard to the leased manager. This applies in particular to compliance with all relevant regulations for accident prevention and occupational safety. The Client shall enable and guarantee the participation of the manager in necessary instructions. Any additionally required personal protective equipment will be provided by the Client.
- 10.9 The Manager is insured against accidents by the statutory accident insurance provider Verwaltungs-Berufsgenossenschaft (VBG). The Client is obligated to notify Atreus immediately of any occupational accidents suffered by the Manager. Notifiable accidents at work are always investigated jointly.
- 10.10 Upon request the Client will inform Atreus of his assessment of the manager's performance. The Client will inform Atreus at an early stage of any potential problems so that Atreus can take countermeasures in good time. In particular the Client will raise any objections to the way the Manager performs his or her duties immediately and in writing.
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- 10.11 In order to discuss in detail, the status of the project, progress made, achieved results, need for further action, etc., review meetings are held between the Client's Project Manager and the Director responsible for the project at Atreus.
- 10.12 The Client will inform Atreus, no later than at the end of the project, whether it is available to Atreus as a reference for this project and whether it may be named for marketing purposes.
11. Key working conditions
- The key working conditions of the Manager provided are determined by the information in Annex 1, which expressly forms part of this contract. The Client has listed all the key working conditions for a comparable employee that apply in his company.
12. Termination
- 12.1 During the assignment period, this contract can be terminated by either party with a notice period of four weeks.
- 12.2 The Parties' right to terminate the contract for cause without prior notice shall remain unaffected, especially in the following events:
- In the event of an unavailability of the Manager pursuant to Section 8.3 or in the event that the Client rejects a substitute manager on reasonable grounds pursuant to Section 8.3, the Client may terminate the contract without notice.
  - Both Parties may terminate the contract without notice, if the other Party is insolvent or insolvency proceedings against the other Party's assets have been applied for or instituted.
  - Both Parties may terminate the Contract without notice, if the other Party fails to fulfill its obligations under this contract in full or in due time and fails to remedy the breach and, where possible, its consequences within 30 (thirty) days upon receipt of a notice to this effect.
- 12.3 Any notice of termination must be in writing to be valid. A copy of such notice must be provided to Oxford Finance LLC at [legaldepartment@oxfordfinance.com](mailto:legaldepartment@oxfordfinance.com).
- 12.4 A termination is only effective if it is issued to Atreus. It is ineffective if it is issued only on the Manager.
13. Execution of the contract
- 13.1 The Client's contact person for the execution of this contract is Kim Stratton, CEO, Centogene GmbH.
- 13.2 The Atreus Director in charge is Tibor Reischitz. Petra Brezinova is responsible for the organizational execution.
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- 13.3 Centogene N.V.'s CEO or two managing directors acting jointly shall execute this contract for and on behalf of Centogene N.V. as acknowledgement and acceptance of its obligation to enter into a service agreement with the Manager, grant the Power of Attorney and any other obligations that are specific to Centogene N.V.
14. Confidentiality
- 14.1 The Manager is contractually obliged to keep secret all knowledge and trade secrets from and about the Client's company, its customers or suppliers or other contractual partners. In accordance with this agreement, the Manager shall be obliged to return to the Client all documents, data and working materials received during the project in full and without asserting any rights of retention. The confidentiality obligations continue to apply even after the assignment for the Client has ended and/or the employment relationship with Atreus has ended.
- 14.2 It is agreed with the Manager, within the limits of the law, that he will not claim any copyrights on the results produced for the Client and that all results produced within the scope of his assignment will become the property of the Client exclusively and free of charge at the end of the assignment. This does not apply to inventions of the manager which are outside the field of activity of the Client; such inventions are considered to be free inventions, which, however, must be disclosed to the Client immediately in accordance with the business basis and offered within the framework of a right of first refusal.
- 14.3 Atreus has contractually obligated the Manager, within the limits of the law, not to enter into any employment or service relationship with direct competitors of the Client during the term of this contract. However, the Manager is free to enter into further contractual relationships with other (non-competing) Clients, provided that the interests of the Client are not affected by this and, in particular, provided that the Manager is not adversely affected in the provision of the interim management services in accordance with this agreement and within the timeframe specified herein.
15. Retention of services
- Atreus is entitled to withhold its services if the Client fails to fulfill all or part of its obligations under this Manager-Leasing contract and Atreus has already granted the Client a reasonable grace period for performance.
16. Direct contractual Relationship between the Client and the Manager
- 16.1 During the term of this contract and for a period of 24 months after its termination, neither the Client nor an affiliate of the Client shall directly or indirectly conclude a contract for employment, services or work with the Manager, without Atreus' prior written consent. The Interim Manager may be taken on in a direct contractual relationship with Atreus' consent generally.
- 16.2 Any contract for employment, services or work concluded between the Client or an affiliate of the Client as defined by Section 15 subsequent of the German Stock Corporation Law (*Aktiengesetz – AktG*) and the Manager during the term of this contract and for the period of two years after its termination shall be deemed to have been brokered by Atreus.
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- 16.3 Such brokerage service may be charged by Atreus to the Client by invoicing a commission in the amount of 80 daily rates of the remuneration agreed between the Client and Atreus under Section 5.1 plus VAT. The Client reserves the right to produce evidence that Atreus is not responsible for the conclusion of such contract with the Consultant; in this case the commission shall not apply. The provisions under Section 16.1 and 16.2 shall apply accordingly, if the Consultant provides services to the Client or an affiliate of the Client as defined above on behalf of a third party.
17. Final Provisions
- 17.1 This Agreement contains all regulations that the Parties have agreed upon about its subject matter. No oral side agreements have been made. The Client's general terms and conditions shall not apply. Agreements that deviate from or are additional to the provisions recorded in writing in this Agreement shall only apply if they are agreed in writing. This also applies for the revocation of this written-form requirement.
- 17.2 The sole legal venue for all disputes arising out of or in connection with this contract shall be the local or district court responsible for the location of Atreus' head office in Munich.
- 17.3 The laws of the Federal Republic of Germany shall apply, under the exclusion of UN sales law and the conflict of law rules of German international private law.
- 17.4 Rights and obligations under this contract can only be transferred to third parties with the written consent of the other respective contractual partners, save for any rights of Oxford Finance LLC explicitly given to Oxford Finance LLC under this agreement, including, for the avoidance of doubt, with respect to the Power of Attorney.
- 17.5 Should any provision of this contract and its supplements be or become invalid, this shall not affect the validity of the remaining provisions. The Parties undertake to replace the invalid provision with a valid provision that meets the intention and purpose of the invalid provision. In the case of a gap in this contract, such provision shall be deemed to be agreed that corresponds to a provision that the Parties would have agreed in accordance with the purpose and intention of this contract, if the matter in question had been considered at the outset. This shall also apply, if the invalidity of a provision is due on a measurement of performance or time. In this event, the legally valid measurement shall apply.
- 17.6 Standardized terms and position names have been used for the sake of legibility. All genders are intended equally.
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11 August 2024  
Centogene GmbH

/s/Miguel Coego  
Miguel Coego  
CFO

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/s/Jan Boysen  
Jan Boysen  
VP Legal – General Counsel

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11 August 2024  
Centogene N.V.  
(solely in respect of the obligation of Centogene N.V. to enter into a service agreement with the Manager and granting of the Power of Attorney)

/s/Miguel Coego  
Miguel Coego  
CFO

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/s/Peter Bauer  
Peter Bauer  
Chief Medical & Genomic Officer

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02 August 2024  
Atreus Interim Management GmbH

/s/Dr. Harald Linné  
Dr. Harald Linné  
Managing Partner & CEO

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/s/Tibor Reischitz  
Tibor Reischitz  
Direktor

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Service Agreement

Centogene N.V.  
Thomas Wiedermann

Dated

13 August 2024

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Parties

- (1) **Centogene N.V.**, a public limited company incorporated under the laws of the Netherlands, with its registered seat in Amsterdam, the Netherlands, and having its office address at Am Strande 7, (18055) Rostock, Germany, and registered with the trade register of the Chamber of Commerce under number 72822872 (**Company**); and
- (2) **THOMAS WIEDERMANN**, born [\*\*\*], living in [\*\*\*] at [\*\*\*] (**Contractor**),

together also referred to as the **Parties** and each individually as the **Party**

Background

- A The Company is the (direct) sole shareholder of Centogene GmbH (**Centogene Germany** and together with the Company, the **Group**).
- B The Group faces eminent finance challenges, as a result of which the Company desires to make use of certain management and advisory services to be provided by an independent contractor in the area of legal, financial, organisational and operational restructuring work.
- C After various meetings and interviews, the Company and the Contractor established that the Contractor possesses the specific knowledge, experience and the skills that the Company requires and the Company now wishes to engage the Contractor as the Chief Restructuring Officer (**CRO**) of the Company.
- D Further and among others, Centogene Germany and the Contractor have agreed on terms and conditions for a CRO agreement in respect of the appointment of the Contractor as CRO at Centogene Germany (**German CRO Agreement**), which is attached to this agreement as **Annex A**.
- E The management board of the Company (**Management Board**), with the prior approval of the supervisory board of the Company (**Supervisory Board**), has resolved on the date hereof to: (i) appoint the Contractor as CRO of the Company, (ii) approve the terms of this agreement and (iii) grant the Contractor a power of attorney and grant him the authority to act for and on behalf of the Company, and (iv) to grant the Contractor certain rights with respect to the instruction right of the Company to the management board of Centogene Germany.
- F The Contractor is willing and prepared to perform the services to the Company using his own or third-party resources subject to the terms hereof.
- G Parties exclusively want to conclude this agreement as a contract for services (*overeenkomst van opdracht*) within the meaning of section 7:400 of the Dutch Civil Code (**DCC**).
- H It is explicitly not the intention of the Parties to conclude an employment agreement (*arbeidsovereenkomst*) within the meaning of section 7:610 et seq. DCC. The foregoing intention is so crucial to the understanding of the Parties agreement that the Parties would not have concluded this agreement without that intention. In this respect, the Contractor has declared that he realises that the protective provisions of Dutch employment law will not apply to him.

- I It is explicitly the intention of the Parties that the Contractor will operate as a de facto management board member (*feitelijk beleidsbepaler*) of the Company for the purpose of the scope of this agreement and the Contractor shall be bound and agrees and acknowledges to be bound by the same standards and principals as a managing director of the Company and as set forth in Article 2:9 and 2:129(5) of the Dutch Civil Code.
- J The Parties have decided that, where applicable, the notional employment relationship (*fictieve dienstbetrekking*) of home workers or persons treated as such as referred to in sections 2b and 2c of the Wages and Salaries Tax Decree 1965 (*Uitvoeringsbesluit Loonbelasting 1965*) and sections 1 and 5 of the Identification of Working Relationships as Employment Decree (Decree of 24 December 1986, Bulletin of Acts and Decrees, 1986, 655) will not apply and therefore enter into and sign this agreement before payment takes place.
- K This agreement is based on the model contract drawn up by the Dutch Tax and Customs Administration on 1 June 2021 under number 90821.25537.1.0 (**Model Agreement**). The provisions marked in the Model Agreement have – as far as relevant for this agreement – been incorporated in the agreement and to the extent the provisions in this agreement deviate from the provisions marked in the Model Agreement, Parties are of the opinion that these deviations do not detract from the Model Agreement.
- L The Parties wish to lay down the terms and conditions of their collaboration in this agreement.

#### Agreed terms

### 1 The Services

- 1.1 For the duration of this agreement the Contractor is hereby engaged as CRO of the Company and shall be appointed (or has already been appointed, as the case may be) as managing director (within the meaning of Section 35 (1) of the German Limited Liability Companies Act) of Centogene Germany. In these capacities, the Contractor will provide management and advisory services and be entrusted with the tasks, duties and powers in relation to the Group and, if applicable any other affiliates of the Company to implement a restructuring to make the Company economically viable (the **Services**), as further specified in **Appendix A**. In the event that the Contractor is of the reasonable opinion that he requires an expansion of his tasks, duties and powers (as laid down in this agreement and/or the proxy) in order to successfully complete the assignment, the Contractor shall notify the Supervisory Board thereof and shall consult with the Supervisory Board. For changes and /or amendments to this agreement please be referred to clause 8.7 of this agreement.
- 1.2 The Contractor and the Supervisory Board will agree to meet on a weekly basis (or more frequently as agreed to by the Contractor and the Supervisory Board) to report on the Services and discuss status and ongoing operational matters.
- 1.3 The Services will in principle be performed by the Contractor. If the Contractor is for any reason unable to perform the Services, the Contractor shall not be obliged to provide a replacement for the duration of such inability. For such eventuality, the Company reserves the right to terminate this agreement prematurely in accordance with the clause 2.2 of this agreement.
- 1.4 The Contractor hereby accepts the assignment and therefore accepts full responsibility for performing the Services in the correct manner. The Contractor will organise his own work. Nevertheless, to the extent necessary for the performance of the Services, the Services will be coordinated with the Company in case of cooperation with other parties, to ensure that this proceeds as smoothly as possible. If necessary for the performance of the Services, the Contractor will be guided by the Company's working hours.
- 1.5 The Company will provide the Contractor with all information and means for a proper, efficient an timely performance of the Services.

- 1.6 Subject to clauses 1.7 and 1.8 of this agreement, the Contractor will be entirely independent in performing the Services. He will perform the Services at his own discretion and without the supervision or control of the Company. However, (i) the Contractor reports during the assignment to the Supervisory Board who shall be tasked with the supervision of the performance by the Contractor of the tasks and duties assigned to him under this agreement and (ii) the Company may – by virtue of the Supervisory Board – give general directions regarding the result of the assignment or the intended purpose of the assignment if such does not affect the manner in which the assignment is performed. Subject to clauses 1.7 and 1.8, the Contractor undertakes to take due note of and will fully consider said directions during the assignment, not to undertake any activities that are contrary to applicable law, regulations and the organizational documents of the Company and/or Centogene Germany (including the relevant rules of procedures for the Management Board, any other internal rules, codes and policies of the Company applicable to Management Board members and the articles of association of the Company and/or Centogene Germany as these documents may read from time to time) (**Organizational Documents**), and to be bound by, and comply with, the Organizational Documents. The Contractor has received copies of the Organizational Documents and is familiar with the contents thereof. In accordance with Section 7:403(2) of the DCC, the Contractor shall frequently report to the Supervisory Board and upon reasonable request of the Supervisory Board. The Company will grant the Contractor a power of attorney which will be sufficient for performing and executing the Services. In exercising his authorities, the Contractor shall at all times conduct himself as befits a good proxyholder, good Contractor and he shall act in the interest of the Company.
- 1.7 Subject to clause 1.8, the Contractor will at all times act in accordance with applicable law and the Organizational Documents.
- 1.8 If the performance by the Contractor of any of its tasks, duties, rights or powers included in the German CRO Agreement or this agreement would have required the consent or approval of the Supervisory Board pursuant to the Organizational Documents, any other restrictions applicable to the managing directors or applicable law if taken by the Company's or Centogene Germany's management board, the performance of such task, duty, right or power shall be subject to consultation and discussion with the Supervisory Board and reasonable directions (*aanwijzingen*) by the Supervisory Board.
- 1.9 The Supervisory Board, who shall act reasonably and in the best interest of the Company, has the power to suspend the Contractor, which results in the Contractor not being authorized to perform the tasks, duties and powers under this agreement, the German CRO Agreement and the power of attorney granted to the Contractor by the Management Board in connection therewith (**Power of Attorney**) until the suspension is terminated. Upon such suspension, the Company may revoke the Power of Attorney for the duration of such suspension. If the suspension is revoked or terminated and this agreement is not terminated, the Power of Attorney will forthwith be re-granted to the Contractor.
- 1.10 The Contractor hereby acknowledges (i) that he, in the performance of his tasks under this agreement, will operate as a de facto management board member (*feitelijk beleidsbepaler*) of the Company, (ii) that he will be bound by the same standards and principles as set forth in Article 2:9 of the Dutch Civil Code ("**DCC**") and Article 2:129(5) DCC, which is an irrevocable third party stipulation towards the management board members (*statutaire bestuurders*) of the Company, (iii) that he may be suspended by the Supervisory Board, who shall act reasonably and in the best interest of the Company, and (iv) that he will not make use of his powers under the German CRO Agreement, this agreement and the Power of Attorney during a suspension.

## 2 Term and termination

- 2.1 This agreement is effective from the date hereof and has been entered into for a term of 12 months and terminates by operation of law on May 31, 2025 without prior notification being required. Any renewal of the agreement shall be in written form and be agreed no later than four (4) weeks before the end of the agreed period. The assignment shall however never last longer than 18 months in total and terminates by operation of law.

- 2.2 Each of the Company and the Contractor is entitled to terminate this agreement before the expiry of its term by giving written notice of termination to the other Party, with due observance of a notice period of 3 business days. Notice of termination must be given by hand-delivery, prepaid registered mail, and/or via email.
- 2.3 In addition to early termination in accordance with clause 2.2 of this agreement, either Party is entitled to terminate this agreement and the Power of Attorney with immediate effect and without judicial intervention and without further notice of default, if:
- (a) the other Party is declared bankrupt;
  - (b) a request for (provisional) suspension of payment for the other Party has been submitted to the competent authority;
  - (c) the other Party is dissolved;
  - (d) the other Party is in (actual or persistent) breach of its obligations under this agreement;
- whilst the Company will have the right of immediate termination as set out above, if:
- (e) the Contractor has stepped down as managing director and CRO of Centogene Germany;
  - (f) the German CRO Agreement has been terminated;
  - (g) the Contractor acts contrary to the provisions of the agreement in such a way that the Company cannot reasonably be expected to allow this agreement to continue and such default is not rectified within 10 business days after the mailing date of a written notice of default in that regard, with this being without prejudice to the right of the Company to demand compliance with the agreement;
  - (h) the Contractor has been unable for a continuous period of at least 4 weeks to perform the Services, regardless of the cause.
- 2.4 Neither Party will owe the other Party any compensation in case of termination, dissolution or ending (in any other sense) of this agreement.

### **3 Fee, Invoicing and Payment**

- 3.1 Under the German CRO Agreement, a remuneration has been agreed for *inter alia* the Services per day (**Fee**) as well as compensation for travel and accommodation costs, which will be invoiced and payable as agreed in the German CRO Agreement. The Fee is considered satisfactory for rendering the Services under this agreement and the services under the German CRO Agreement. The German CRO Agreement provides for arrangements on invoicing and payment terms. The Company and Centogene Germany will by separate arrangement agree on an appropriate allocation of the burden of the Fee between themselves.
- 3.2 The Contractor will perform the Services for – on average – 40 hours per week. To the extent necessary for operational reasons, the Contractor may be expected to work overtime and/or night work and work during weekends to the extent permitted by law.
- 3.3 Any expenses incurred by the Contractor in performing the Services under this agreement shall be for the account of the Contractor, except as otherwise agreed by the Parties in writing for any extraordinary expenses.
- 3.4 The Company expressly agrees that the Contractor also performs services for the benefit of other companies.

#### **4 Independent Contractor Status and Indemnity**

- 4.1 The Contractor confirms that he is an independent contractor also working for other principals.
- 4.2 The Contractor assumes responsibility for filing accurate returns for any and all such taxes and social security contributions/premiums and any other contributions as may be payable by it and for ensuring prompt payment thereof. The Contractor shall fully indemnify the Company against any claims of any tax authorities or other parties in respect of any tax (including social security contributions) incurred by the Company in relation to any payment made under this agreement to the Contractor (including without limitation, any wage tax, income tax, social insurance premiums (*premies volksverzekering*), penalties and interest, as well as any legal costs, incurred by the Company), to the extent permitted by law. The Contractor will render every assistance to the Company in proving to the Dutch Tax Authority that there is no obligation for the Company to withhold and remit wage tax and social insurance contributions/premiums in connection with this agreement.
- 4.3 If despite the express intention of the Parties not to enter into an employment agreement, the Dutch Tax Authority nevertheless rules that payroll levies will be due in respect of the Fee, Parties agree that the Fee will be adjusted in such way that the total costs, including any employer's contributions, for the Company remain the same compared to the costs, if no employment relationship were present. The Group will pay the adjusted Fee, excluding VAT, to the Contractor after withholding the statutory amounts due.
- 4.4 Upon first request of the Company, the Contractor shall present to the Company the necessary information to confirm that he meets his legal obligations with respect to the (tax) returns and payments.
- 4.5 The withholding of wage tax and/or social insurance premiums does not mean that it is the intention of the Parties to have this agreement qualify as an employment agreement either now or in the future.
- 4.6 In the event that any amendments to this agreement are required in light of any future fiscal or other legislation regarding the (fiscal) treatment of contracts for services within the meaning of section 7:400 DCC, the Parties shall negotiate timely and in good faith about the amendments needed to comply with such new legislation.

#### **5 Indemnification**

The Contractor shall enter into a separate indemnification agreement with the Company promptly following the entering into of this agreement.

#### **6 Confidentiality / return of property**

- 6.1 Both during the term of the agreement and after the agreement has been terminated for any reason whatsoever, the Contractor shall not make any statements in any way whatsoever to anyone whomsoever (including other personnel of the Group, unless these should be informed of anything in connection with the work they perform for the Group), regarding matters, activities and interests of a confidential nature related to the business of the Company and/or the Company's affiliates, of which the Contractor became aware within the scope of the Services performed for the Company and of which the Contractor is or should be aware that it is or should be considered confidential.
- 6.2 The restriction contained in the previous clause shall not apply if (i) the Contractor is required to disclose and/or transfer any knowledge or information to the authorities on the basis of any applicable law or court ruling, (ii) the information has become public through no fault of any of the Parties, (iii) the Company has given its prior written permission for the disclosure, or (iv) if such disclosure is reasonable required to perform or execute the Services.

6.3 All goods, including written documents and copies thereof, which the Contractor obtains or has obtained for the Company, are and remain the property of the Company. The Contractor is required to return these goods to the Company on the date on which this agreement ends or on the first request of the Company, whichever is first.

## 7 Intellectual Property

7.1 All intellectual property rights and/or comparable rights, including – but not limited to – patents, model, brand, database and copyrights to products, works and/or services developed by the Contractor within the context of this agreement will be vested in the Company.

7.2 The Contractor hereby transfer to the Company, which transfer is accepted by the Company, all intellectual property rights and/or comparable rights to the products, works and/or services developed (in full or part) by the Contractor within the context of this Agreement. In the event that such transfer is (fully or partially) not legally valid, the Contractor declare now for then – without imposing any conditions – to carry out all legal and administrative acts necessary for perfecting the transfer of the aforementioned rights to the Company within 15 days of the Company's first request thereto. If Contractor have not carried out such legal and administrative acts for perfecting such transfer, the Contractor hereby unconditionally provide a power of attorney to the Company to conduct these acts on their behalf.

7.3 The Contractor waives any moral rights as referred to in section 25 of the Copyright Act (*Auteurswet*).

7.4 The Contractor will include provisions in the agreements concluded with engaged parties to ensure that the Contractor can comply with the provisions of this clause.

7.5 The Contractor hereby indemnifies the Company against all third-party claims based on the (alleged) breach of intellectual property rights and/or comparable rights regarding to the products, works and/or services provided by the Contractor under this agreement.

7.6 The rights and obligations stated in this agreement will as regards the products, works and/or services provided by the Contractor under this agreement remain in force after the end of this agreement.

## 8 Other Provisions

8.1 Section(s) 7:400 et seq. DCC apply to this agreement, insofar as this agreement does not state otherwise.

8.2 This agreement and any and all ensuing and related disputes are governed by Dutch law. In case of any dispute arising from or related to this agreement, the court of Amsterdam, the Netherlands, shall have jurisdiction to hear the dispute.

8.3 Should any provision of this agreement be or become wholly or partially invalid, this will not affect the validity of the remaining provisions. The Parties will then negotiate about a valid and reasonable substitute provision that approaches the economic purpose of the original (invalid) provision as closely as possible.

8.4 In performing this agreement, the Parties will at all times take into account the justified (business) interests of the other Party and refrain from any conduct that can cause material or immaterial damage to the other Party.

8.5 As the Company and the Contractor only want to enter into a contract for services within the meaning of section 7:400 DCC, they undertake their concerted practices for the performance of the Services to be in line with the content and scope of this agreement in order to keep the contractual obligations within the legal framework of a contract for services.

- 8.6 Each Party will at its own costs and expense execute and do (or procure to be executed and done) all such deeds, documents, acts and things as the other Party may from time to time require in order to give full effect to this agreement.
- 8.7 Amendments and/or supplements to this agreement will only take effect if and insofar as the Parties have agreed thereon in writing.
- 8.8 This agreement constitutes the entire agreement between the Parties and replaces any and all agreements and arrangements made previously between the Company and the Contractor. For avoidance of doubt, the German CRO Agreement remains in existence as is on the date of this agreement.

*[Signature page to follow]*



Signature page

Agreed and signed in (18055) Rostock, Germany, on 13 August 2024.

THE COMPANY

/s/Kim Stratton

Name : Kim Stratton  
Title : Chief Executive Officer

/s/Jose Miguel Coego Rios

Name : Jose Miguel Coego Rios  
Title : Chief Financial Officer

/s/Peter Bauer

Name : Peter Bauer  
Title : Chief Medical & Genomic Officer

THE CONTRACTOR

/s/Thomas Wiedermann

**T. Wiedermann**

The Contractor will perform tasks and activities in respect of (but not limited to):

- (i) implementation of cost-saving measures;
- (ii) concept to reduce the outflow of liquidity;
- (iii) implementation and support of the measures envisaged by the management consultant Oliver Wyman and approved by Centogene Germany management, the Supervisory Board;
- (iv) detailed review of the current restructuring/milestone plan for each measure, and generally, continuous involvement, internal communication and consultation on any restructuring and M&A activities including, but not limited to:
  - (a) internal and external restructuring projects;
  - (b) restructuring-related transactions (in particular, such transactions with respect to debt or equity);
  - (c) contemplated strategic corporate transactions;
  - (d) stakeholder communications with respect to any strategic corporate or restructuring related transactions;
  - (e) transactions with respect to refinancing projects;
  - (f) internal projects and/or initiatives focused on the restructuring of the Company and/or Centogene Germany;
- (v) discussion of progress and critical path with Company and/or Centogene Germany and for deviations;
- (vi) discuss root causes with Company and/or Centogene Germany management and develop (in collaboration with consultants) a plan to get back on track;
- (vii) identification of risks for the bottom and topline plan;
- (viii) weekly review of liquidity development (on the basis of an analysis prepared by consultants or Company and/or Centogene Germany) analysis and derivation of implications/need for further countermeasures;
- (ix) continuous improvement of planning quality / planning process;
- (x) stakeholder management and communication;
- (xi) activation of the organization of the Company and/or Centogene Germany management;
- (xii) identification / development of hypotheses for further measures (bottom line, top line) using the analyses and reports;
- (xiii) using the analyses carried out by consultants or the Company and/or Centogene Germany team and communicating the measures to the organization / enabling decision-making;

- (xiv) implementation of measures and escalation if necessary in the event of delays/resistance;
- (xv) discussion of regular reports for the Supervisory Board as indicated by the Company or Centogene Germany management;
- (xvi) discussion / communication with Oxford Finance LLC regarding the aforementioned tasks (provided that the Contractor shall promptly provide a summary of any such discussion / communication to the Supervisory Board);
- (xvii) consult with the Supervisory Board on a weekly basis (or more frequently as agreed to by the Contractor and the Supervisory Board) regarding initiatives and progress to date;
- (xviii) discussion topics/coordination:
  - (a) sharing of activities vs. consultant - conducting analyses of consultant vs. CRO with focus on decision making and stakeholder management;
  - (b) CRO governance.

**INDEMNIFICATION AGREEMENT**

between

**Thomas Wiedermann**  
as the Indemnitee

and

**Centogene N.V.**  
as the Company

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**TABLE OF CONTENTS**

<b>1</b>	<b>DEFINITIONS AND INTERPRETATION</b>	<b>3</b>
1.1	Definitions	3
1.2	Interpretation	4
<b>2</b>	<b>INDEMNIFICATION AND INSURANCE</b>	<b>5</b>
2.1	Entitlement to indemnification	5
2.2	Advancements	5
2.3	No Claim by Company or subsidiaries	6
2.4	Limitations	6
2.5	Determination of entitlement to indemnification and advancements	6
2.6	Proceedings	7
2.7	D&O Insurance	7
<b>3</b>	<b>MISCELLANEOUS PROVISIONS</b>	<b>8</b>
3.1	Notices	8
3.2	Entire Agreement	8
3.3	No implied waiver	8
3.4	Third party stipulations	9
3.5	Amendment	9
3.6	Invalidity	9
3.7	No rescission or nullification	9
3.8	No transfer, assignment or encumbrance	9
3.9	Term and termination	9
<b>4</b>	<b>GOVERNING LAW AND JURISDICTION</b>	<b>10</b>
4.1	Governing law	10
4.2	Jurisdiction	10

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## INDEMNIFICATION AGREEMENT

**THIS AGREEMENT IS MADE ON AUGUST 13, 2024 BETWEEN**

1. **Thomas Wiedermann**, born on [\*\*\*] (the "**Indemnitee**"); and
2. **Centogene N.V.**, a public company with limited liability, having its corporate seat in Amsterdam (address: Am Strande 7, 18055 Rostock, Germany, trade register number: 72822872) (the "**Company**").

### WHEREAS

- A. The Company's articles of association contain an indemnification arrangement for, amongst others, current and former officers of the Company.
- B. The Indemnitee has been designated by the Company as Chief Restructuring Officer (the "**CRO**") of the Company and its subsidiaries.
- C. The Parties now wish to enter into this Agreement in order to lay down the terms applicable to the Indemnitee's indemnification.

**THE PARTIES NOW HEREBY AGREE AS FOLLOWS**

### 1 DEFINITIONS AND INTERPRETATION

#### 1.1 Definitions

1.1.1 In this Agreement the following definitions shall apply:

<b>Agreement</b>	This indemnification agreement.
<b>Article</b>	An article of this Agreement.
<b>D&amp;O Insurance</b>	Directors and officers liability insurance.
<b>Effective Date</b>	The date of the Services Agreement.
<b>German CRO Agreement</b>	The agreement between the Indemnitee, Centogene GmbH and the Company dated the date hereof.

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<b>Independent Counsel</b>	An attorney or a firm of attorneys which: <ul style="list-style-type: none"> <li>a. is experienced in matters of corporate law in the appropriate jurisdiction(s);</li> <li>b. during a period of one year prior to being requested to determine the Indemnitee's entitlement to indemnification and/or advancements pursuant to Article 2.5.1 under b., has not (i) represented any Party involved in a Proceeding, or (ii) acted as legal advisor to any Party; and</li> <li>c. under the applicable standards of professional conduct then prevailing, would not have a conflict of interests in representing either Party in determining the Indemnitee's entitlement to indemnification and/or advancements pursuant to Article 2.5.1 under b.</li> </ul>
<b>Management Board</b>	The Company's management board.
<b>Party</b>	A party to this Agreement.
<b>Power of Attorney</b>	The power of attorney granted to the Indemnitee on behalf of the Company in connection with the Services Agreement and the German CRO Agreement on the date hereof.
<b>Proceeding</b>	Any threatened, pending or completed suit, claim, action or legal proceedings of a civil, criminal, administrative, investigative or other nature, formal or informal, in which the Indemnitee is, or becomes, involved.
<b>Services Agreement</b>	The services agreement between the Indemnitee and the Company dated the date hereof.

## 1.2 Interpretation

- 1.2.1 Terms that are defined in the singular have a corresponding meaning in the plural.
- 1.2.2 No provision of this Agreement shall be interpreted adversely against a Party solely because that Party was responsible for drafting that particular provision.
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- 1.2.3 Although this Agreement has been drafted in the English language, this Agreement pertains to Dutch legal concepts. Any consequence of the use of English words and expressions in this Agreement under any law other than Dutch law shall be disregarded.
- 1.2.4 The word "including" is used to indicate that the matters listed are not a complete enumeration of all matters covered.
- 1.2.5 The titles and headings in this Agreement are for construction purposes as well as for reference. No Party may derive any rights from such titles and headings.

## **2 INDEMNIFICATION AND INSURANCE**

### **2.1 Entitlement to indemnification**

2.1.1 The Company shall indemnify the Indemnitee and hold the Indemnitee harmless against:

- a. any financial losses or damages incurred by the Indemnitee; and
- b. any expense reasonably paid or incurred by the Indemnitee in connection with any Proceeding,

in each case to the extent this relates to the Indemnitee's current (or former) position as CRO of the Company or any of its subsidiaries and to the extent permitted by applicable law.

2.1.2 The right to indemnification conferred in Article 2.1.1 shall continue as to the Indemnitee who has ceased to hold office as CRO and shall inure to the benefit of the Indemnitee's heirs, executors and administrators.

### **2.2 Advancements**

2.2.1 The Company shall promptly advance all reasonable and necessary expenses incurred by the Indemnitee in connection with any Proceeding to the extent that the Company reasonably believes that the Indemnitee is entitled to indemnification pursuant to Articles 2.1.1 and 2.4.1 in connection with such Proceeding, subject to the Indemnitee submitting an itemised advance request to the Company.

2.2.2 To the extent that the Company has provided advancements pursuant to Article 2.2.1 in connection with a Proceeding in respect of which the Indemnitee is not entitled to indemnification pursuant to Articles 2.1.1 and 2.4.1, such advancements shall promptly be reimbursed by the Indemnitee.

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### **2.3 No Claim by Company or subsidiaries**

2.3.1 The Company will not hold, and the Company hereby procures that none of its subsidiaries will hold, the Indemnitee liable for any financial losses or damages that the Company or any of its subsidiaries suffers either in person or property, unless such losses or damages arise as a result of fraud, gross negligence, intentional recklessness and/or serious culpability attributable to the Indemnitee, or a material breach by the Indemnitee of the Services Agreement, the Power of Attorney or the German CRO Agreement.

### **2.4 Limitations**

2.4.1 No indemnification shall be given to the Indemnitee:

- a. if a competent court or arbitral tribunal has established, without possibility for appeal, that the acts or omissions of the Indemnitee that led to the financial losses, damages, expenses or Proceeding are of an unlawful nature (including acts or omissions which are considered to constitute malice, gross negligence, intentional recklessness and/or serious culpability attributable to the Indemnitee);
- b. to the extent that the Indemnitee's financial losses, damages and expenses are covered under insurance (including any applicable D&O Insurance) and the relevant insurer has settled, or has provided reimbursement for, these financial losses, damages and expenses (or has irrevocably undertaken to do so);
- c. in relation to proceedings brought by the Indemnitee against the Company, except for proceedings brought to enforce indemnification to which the Indemnitee is entitled pursuant to this Agreement, the Company's articles of association or any D&O Insurance taken out by the Company for the benefit of the Indemnitee; or
- d. for any financial losses, damages or expenses incurred in connection with a settlement of any Proceeding effected without the Company's prior consent.

### **2.5 Determination of entitlement to indemnification and advancements**

2.5.1 If the Indemnitee wishes to claim indemnification and/or advancements pursuant to Articles 2.1 and 2.2, the Indemnitee shall submit a request to that effect to the Company. Upon receipt of such request, the Indemnitee's entitlement to indemnification and/or advancements pursuant to Articles 2.1 and 2.2 shall be determined by Independent Counsel in a written opinion delivered simultaneously to each Party.

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2.5.2 If the Company decides to request Independent Counsel to make the determination referred to in Article 2.5.1, the Company shall notify the Indemnitee of the identity of the Independent Counsel selected by it in writing. The Indemnitee may, within two weeks, notify the Company of its objection to the Independent Counsel selected by the Company based upon reasonable grounds. In case of such objection being timely made and deemed well-founded by the Company, the Company shall select a different Independent Counsel and the previous two sentences apply mutatis mutandis in respect of such selection. The Company shall pay all fees and other expenses associated with the retention and services of Independent Counsel to make the determination referred to in Article 2.5.1.

2.5.3 The Company shall exert all reasonable efforts to cause any determination required under Article 2.5.1 to be made as promptly as practicable after the Indemnitee has submitted its initial request for indemnification and/or advancements pursuant to Articles 2.1 and 2.2 and the Indemnitee shall fully cooperate with the person(s) making such determination.

## **2.6 Proceedings**

2.6.1 The Indemnitee shall promptly notify the Company upon receipt of any complaint, demand letter, writ of summons or other indication that a Proceeding is being threatened or is forthcoming.

2.6.2 The Indemnitee shall allow the Company to participate in any Proceeding and to assume the defence thereof in such manner as the Company deems appropriate, with counsel selected by the Company and reasonably satisfactory to the Indemnitee, provided that:

- a. the Company must conduct any such defence in good faith and in a diligent manner; and
- b. the Company shall not, without the Indemnitee's prior written consent, allow or condone any judgment or award against the Indemnitee nor enter into any settlement or compromise pursuant to which non-monetary obligations or penalties (including incarceration) would be imposed on the Indemnitee and/or monetary obligations would be imposed on the Indemnitee which would not be indemnified in full pursuant to Articles 2.1.1 and 2.4.1.

## **2.7 D&O Insurance**

2.7.1 The Company shall take out and maintain adequate D&O Insurance for the benefit of the Indemnitee for as long as the Indemnitee serves as a CRO, subject to the acceptance of the Indemnitee under the conditions by the insurer concerned.

2.7.2 The premiums payable for D&O Insurance covering the Indemnitee as an insured shall be borne by the Company.

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### **3 MISCELLANEOUS PROVISIONS**

#### **3.1 Notices**

3.1.1 All notices given under this Agreement shall be given or made by electronic means of communication or in writing and, in the latter case, shall be sent by courier service or by registered mail (with a copy of such notice or request being sent in advance by electronic means of communication).

3.1.2 All notices given under this Agreement to a Party which are sent by courier or by registered mail shall be sent:

- a. if to the Indemnitee, to the address as on file with the Company at that time; and
- b. if to the Company, to address as registered with the Dutch trade registry at that time, for the attention of the Management Board.

3.1.3 All notices given under this Agreement to a Party by electronic means of communication shall be sent:

- a. if to the Indemnitee, to: [\*\*\*]
- b. if to the Company, to: [\*\*\*]

#### **3.2 Entire Agreement**

3.2.1 This Agreement gives effect to the indemnification arrangements contained in the Company's articles of association and replaces and supersedes any existing indemnification agreement between the Parties. For the avoidance of doubt, this Agreement does not replace and supersede the Services Agreement, the Power of Attorney or the German CRO Agreement.

#### **3.3 No implied waiver**

3.3.1 Nothing shall be construed as a waiver under this Agreement unless a document to that effect has been signed by the Parties or a notice to that effect has been given.

3.3.2 The failure of a Party to exercise or enforce any right under this Agreement shall not constitute a waiver of the right to exercise or enforce such right in the future.

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**3.4 Third party stipulations**

3.4.1 This Agreement does not grant any rights to any third party (*derdenbedingen*), including for the avoidance of doubt any insurer.

**3.5 Amendment**

3.5.1 No amendment to this Agreement shall have any force or effect unless it is in writing and signed by both Parties.

**3.6 Invalidity**

3.6.1 In the event that a provision of this Agreement is null and void or unenforceable (either in whole or in part):

- a. the remainder of this Agreement shall continue to be effective to the extent that, given the substance and purpose of this Agreement, such remainder is not inextricably related to the null and void or unenforceable provision; and
- b. the Parties shall make every effort to reach agreement on a new provision which differs as little as possible from the null and void or unenforceable provision, taking into account the substance and purpose of this Agreement.

**3.7 No rescission or nullification**

3.7.1 To the extent permitted by law, the Parties waive their rights to rescind or nullify or to demand the rescission, nullification or amendment of this Agreement, in whole or in part, on any grounds whatsoever.

**3.8 No transfer, assignment or encumbrance**

3.8.1 No Party may transfer, assign or encumber its contractual relationship, any of its rights or any of its obligations under this Agreement.

**3.9 Term and termination**

3.9.1 The provisions of this Agreement shall be effective as of the Effective Date.

3.9.2 This Agreement shall remain in effect until and terminate at the latest of the following dates:

- a. the expiration of the statute of limitations applicable to any claim that could be asserted against the Indemnitee with respect to which the Indemnitee would be entitled to indemnification under this Agreement; or
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- b. if, at the date referred to in paragraph a. above, there would be an actual or pending Proceeding in respect of which the Indemnitee would be entitled to indemnification under this Agreement or there is an actual or pending Proceeding in connection with this Agreement, one year after the competent court or arbitral tribunal has finally adjudicated such Proceeding, without possibility for appeal.

#### **4 GOVERNING LAW AND JURISDICTION**

##### **4.1 Governing law**

- 4.1.1 This Agreement shall be governed by and construed in accordance with the laws of the Netherlands.

##### **4.2 Jurisdiction**

- 4.2.1 The Parties agree that any dispute in connection with this Agreement or any agreement resulting therefrom shall be submitted to the exclusive jurisdiction of the competent court in Amsterdam, the Netherlands.

*(signature page follows)*

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*Signature page to the indemnification agreement*

/s/Thomas Wiedermann

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**T. Wiedermann**

**Centogene N.V.**

/s/Kim Stratton

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Name : Kim Stratton

Title : Chief Executive Officer

/s/Jose Miguel Coego Rios

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Name : Jose Miguel Coego Rios

Title : Chief Financial Officer

/s/Peter Bauer

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Name : Peter Bauer

Title : Chief Medical & Genomic Officer

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