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

FORM 6-K

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

For the date of February 1, 2022

Commission File Number 001-39124

Centogene N.V.
(Translation of registrant's name into English)

Am Strande 7
18055 Rostock
Germany
(Address of principal executive offices)

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

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

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

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

Centogene N.V.

Entry into a Material Definitive Agreement

Private Placement of Common Shares and Warrants

On January 31, 2022, Centogene N.V. (the "**Company**") entered into a Securities Purchase Agreement (the "**Securities Purchase Agreement**") with the purchasers named therein (the "**Investors**") and a Warrant Agreement (the "**Warrant Agreement**") with the Investors. Pursuant to the Securities Purchase Agreement and the Warrant Agreement, the Company agreed to sell to the Investors (i) an aggregate of 4,479,088 common shares, nominal value €0.12 per share (the "**Common Shares**") at a price of $3.73 per Common Share, and (ii) warrants initially exercisable for the purchase of up to an aggregate of 1,343,727 Common Shares at an initial exercise price of $7.72 per Common Share (the "**Warrants**"), for aggregate gross proceeds of €15.0 million (the "**Private Placement**"). The Warrants are exercisable immediately as of the date of issuance and will expire on December 31, 2026.

The Securities Purchase Agreement and the Warrant Agreement contain customary representations and warranties from the Company and the Investors and customary closing conditions. The closing of the Private Placement occurred on January 31, 2022 (the "**Closing Date**").

The Company has also agreed pursuant to the Securities Purchase Agreement and the Warrant Agreement, among other things, to indemnify the Investors from certain liabilities arising out of or based in whole or in part on the inaccuracy of the representations and warranties of the Company contained in those respective agreements or the failure of the Company to perform its obligations thereunder.

Each of the Investors is a party to the Company's existing Registration Rights Agreement, dated November 12, 2019 (as amended, the "**Registration Rights Agreement**") (one Investor having executed a joinder thereto prior to the Closing Date). Pursuant to the Registration Rights Agreement, the Company has agreed under certain circumstances to file a registration statement to register the resale of the securities held by such Investors, subject to certain exceptions, as well as to cooperate in certain public offerings of such securities.

The Private Placement is exempt from registration pursuant to Section 4(a)(2) of the Securities Act of 1933, as amended, as a transaction by the issuer not involving a public offering. The Investors have acquired the securities for investment only and not with a view to or for sale in connection with any distribution thereof, and appropriate legends have been affixed to the Common Shares and the Warrants.

The foregoing summary does not purport to be complete and is qualified in its entirety by reference to the complete text of the Securities Purchase Agreement and the Warrant Agreement, which are filed as Exhibits 99.4 and 99.5, respectively, to this Report on Form 6-K, and the Registration Rights Agreement, the form of which is attached as Exhibit 4.1 to the Company's Registration Statement on Form F-1 (File No. 333-234177), filed with the SEC on October 11, 2019 (as amended by the Amendment No. 1 thereto, the form of which is attached as Exhibit 4.2 to the Company's Registration Statement on Form F-1 (File No. 333-239735), filed with the SEC on July 7, 2020).

Loan and Security Agreement

On January 31, 2022 (the "**Closing Date**"), Centogene N.V. (the "**Company**") entered into a Loan and Security Agreement (the "**Loan Agreement**") with Centogene GmbH, CentoSafe B.V. and Centogene US, LLC (together, with the Company, "**Borrowers**"), Oxford Finance LLC ("**Oxford**") and the other financial institutions or entities from time to time parties to the Loan Agreement (collectively, referred to as "**Lenders**") and Oxford, in its capacity as collateral agent for itself and Lenders (in such capacity, "**Agent**"). Under the Loan Agreement, Lenders agreed to make available to Borrowers certain term loans in an aggregate principal amount of up to $45.0 million, subject to funding in two tranches as follows: (a) on the Closing Date, a loan in the aggregate principal amount of $25.0 million (the "**Term A Loan**") and (b) on and after the Term B Milestone (as defined below) until the earlier of 60 days thereafter and July 31, 2023, a loan in the aggregate principal amount of $20.0 million (the "**Term B Loan**" and collectively with the Term A Loan, the "**Term Loans**"). The obligations of Lenders to fund the Term Loans are subject to certain conditions precedent, including with respect to the Term A Loan, the receipt by the Company on the Closing Date of €15.0 million net cash proceeds from the issuance and sale of the Company's equity securities (including from the Private Placement) and, with respect to the Term B Loan, the achievement by the Company of at least $50.0 million in gross product revenue from the diagnostics and pharma services segments of the Company and its subsidiaries, calculated on a consolidated and trailing twelve (12) month basis as of the last day of any fiscal month (such achievement, the "**Term B Milestone**"). As security for Borrowers' obligations under the Loan Agreement, Borrowers granted Lenders a first priority security interest on Borrowers' assets. In connection with the foregoing, Borrowers have agreed to pay certain fees to Oxford that are customary for facilities of this type.

The maturity date of the Term Loans is January 29, 2027, with amortized payments commencing March 1, 2025 in 24 equal monthly payments. The Term Loans bear an interest rate of 7.93% per annum *plus* the 1-month CME Term SOFR reference rate as published by the CME Group Benchmark Administration Limited (subject to a floor of 0.07%), based on a year consisting of 360 days.

At any time following the Closing Date, Borrowers may prepay an amount of not less than all of the then outstanding principal balance and all accrued and unpaid interest on the Term Loans, subject to at least fifteen (15) days prior written notice to Agent and the payment of a prepayment fee equal to (x) if made on or prior to the first anniversary of the Closing Date, 3.0% of the principal amount being prepaid, (y) if made after the first anniversary of the Closing Date but on or prior to the second anniversary of the Closing Date, 2.0% of the principal amount being prepaid and (z) otherwise, 1.0%.

The Loan Agreement contains customary affirmative covenants, negative covenants and events of default, as defined in the Loan Agreement, including covenants and restrictions that, among other things, require the Borrowers to satisfy a financial covenant, restrict Borrowers' ability to transfer cash to their subsidiaries, and in certain circumstances restrict the ability of the Borrowers to incur liens, incur additional indebtedness, engage in mergers and acquisitions, make distributions or make asset sales without the prior written consent of Lenders. A failure to comply with these covenants could permit Lenders to declare Borrowers' obligations under the Loan Agreement, together with accrued interest and fees, to be immediately due and payable, plus any applicable additional amounts relating to a prepayment or termination, as described above.

The foregoing description of the Loan Agreement does not purport to be complete and is qualified in its entirety by reference to the Loan Agreement, attached hereto as Exhibit 99.6, and incorporated herein by reference.

Press Release

On February 1, 2022, the Company issued the following press releases:

- a press release regarding the Private Placement and the Loan and Security Agreement titled “Centogene Announces USD 62 Million Aggregate Equity and Debt Financings to Support Growth Plan”;

- a press release titled “Centogene Announces Nomination of Andreas Busch to Supervisory Board”; and

- a press release titled “Centogene Announces Nomination of Kim Stratton as Chief Executive Officer”.

A copy of each of the press releases is attached hereto as Exhibit 99.1, Exhibit 99.2 and Exhibit 99.3, respectively.

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.

CENTOGENE N.V.

Date: February 1, 2022

By: /s/ Rene Just
Name: Rene Just
Title: Chief Financial Officer

Exhibit Index

Exhibits	Description of Exhibit
99.1	Press release dated February 1, 2022 regarding Private Placement and Loan and Security Agreement.
99.2	Press release dated February 1, 2022 regarding Nomination to Supervisory Board.
99.3	Press release dated February 1, 2022 regarding Chief Executive Officer.
99.4*	Securities Purchase Agreement, dated January 31, 2022, by and among Centogene N.V. and the Investors identified on Schedule 1 attached thereto.
99.5	Warrant Agreement, dated January 31, 2022, by and among Centogene N.V. and the Investors identified on Schedule 1 attached thereto.
99.6**	Loan and Security Agreement dated as of January 31, 2022 between Centogene N.V., Oxford Finance LLC, as Collateral Agent, and the Lenders named in Schedule 1.1 attached thereto.

* Portions of this exhibit have been omitted pursuant to Item 601(b)(10)(iv) of Regulation S-K on the basis that the Company customarily and actually treats that information as private or confidential and the omitted information is not material. The Company hereby undertakes to furnish supplemental copies of any of the omitted exhibits upon request by the SEC.

** The exhibits to this agreement have been omitted pursuant to Item 601(a)(5) of Regulation S-K. The Company hereby undertakes to furnish supplemental copies of any of the omitted exhibits upon request by the SEC.

MEDIA RELEASE

CENTOGENE Announces USD 62 Million Aggregate Equity and Debt Financings to Support Growth Plan

- *Enables refocusing on core business of delivering valuable, data-driven insights to patients and pharmaceutical companies globally*
- *EUR 15 million private placement from leading growth investors and a USD 45 million senior secured loan from Oxford Finance to fortify CENTOGENE's balance sheet*
- *Financings significantly enhance opportunity for significant value creation as the unique and essential partner for patients, physicians, and biopharma in rare, metabolic, and neurodegenerative diseases*

CAMBRIDGE, Mass. and ROSTOCK, Germany, and BERLIN, February 1, 2022 (GLOBE NEWSWIRE – Centogene N.V. (Nasdaq: CNTG), a commercial-stage company focused on generating data-driven insights to diagnose, understand, and treat rare diseases, today announced the closing of a EUR 15 million (approx. USD 17 million) private placement financing from investors led by DPE Deutsche Private Equity, TVM Capital Life Science, and Careventures (the "Private Placement Financing"), as well as the entry into a USD 45 million senior secured loan facility provided by Oxford Finance LLC, a specialty finance firm providing senior debt to life sciences and healthcare companies (the "Loan Facility").

"We are very pleased to report today that we have secured a strong financial foundation for CENTOGENE, which will fuel our advancement on our path towards significant value creation," said Kim Stratton, Chief Executive Officer of CENTOGENE. "We are now looking forward to expeditiously delivering on the promise of strong growth in our core business in 2022 and strengthening CENTOGENE's position as the unique and essential partner for patients, physicians, and biopharma in rare, metabolic, and neurodegenerative diseases."

"This significant capital infusion will not only strengthen our balance sheet, but also allow us to accelerate growth and innovation and to deliver on some exciting, future value inflection milestones as outlined in our strategic plan," said René Just, CENTOGENE's Chief Financial Officer. "This financing is the result of CENTOGENE management's and its Supervisory Board's comprehensive review of a wider range of financial and strategic options. Having taken all aspects into consideration and diligently addressing the financing need, we are convinced this solution maximizes the value to our stakeholders. Additionally, the debt financing minimizes dilution to our shareholders and the dual tranche structure increases our financial flexibility."

"CENTOGENE has built a strong position in the field of rare, metabolic, and neurodegenerative diseases by providing precise medical diagnosis at the earliest possible moment," said Christopher A. Herr, Senior Managing Director at Oxford Finance. "Through this partnership, the Company is positioned to continue generating leading edge medical insights and broaden its set of biopharma and pharmaceutical partners globally."

Terms of the Financings

The Private Placement Financing includes the sale of 4,479,088 shares of common stock at a price per share of USD 3.73 and warrants to acquire up to 1,343,727 additional shares of common stock at an exercise price per share of USD 7.72. Under the terms of the Loan Facility, CENTOGENE has drawn down USD 25 million and will have access to a second tranche of USD 20 million upon the achievement of certain conditions.

Moelis & Company served as CENTOGENE's financial advisor in connection with the financings.

About Oxford Finance LLC

Oxford Finance is a specialty finance firm providing senior secured loans to public and private life sciences and healthcare services companies worldwide. For over 20 years, Oxford has delivered flexible financing solutions to its clients, enabling these companies to maximize their equity by leveraging their assets. In recent years, Oxford has originated over $8.5 billion in loans, with lines of credit ranging from $5 million to $200 million. Oxford is headquartered in Alexandria, Va., with additional offices in San Diego, Calif.; Palo Alto, Calif.; and the greater Boston and New York City areas. For more information, visit https://oxfordfinance.com/

About CENTOGENE

CENTOGENE engages in diagnosis and research around rare diseases transforming real-world clinical, genetic, and multiomic data to diagnose, understand, and treat rare diseases. Our goal is to bring rationality to treatment decisions and to accelerate the development of new orphan drugs by using our extensive rare disease knowledge and data. CENTOGENE has developed a global proprietary rare disease platform based on our real-world data repository of over 600,000 patients representing over 120 different countries.

CENTOGENE's platform includes epidemiologic, phenotypic, and genetic data that reflects a global population, as well as a biobank of patients' blood samples and cell cultures. CENTOGENE believes this represents the only platform focused on comprehensive analysis of multi-level data to improve the understanding of rare hereditary diseases. It allows for better identification and stratification of patients and their underlying diseases to enable and accelerate discovery, development, and access to orphan drugs. As of December 31, 2020, CENTOGENE collaborated with over 30 pharmaceutical partners.

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No Offer or Solicitation

This press release shall not constitute an offer to sell or a solicitation of an offer to buy securities, nor shall there be any sale of securities in any state or jurisdiction in which such offer, solicitation, or sale would be unlawful prior to registration or qualification under the securities laws of any such state or jurisdiction. The securities sold pursuant to the Private Placement Financing have not been registered under the Securities Act of 1933, as amended, and may not be offered or sold in the U.S. except pursuant to an effective registration statement or an applicable exemption from the registration requirements.

Forward-Looking Statements

This press release contains “forward-looking statements” within the meaning of the U.S. federal securities laws. Statements contained herein that are not clearly historical in nature are forward-looking, and the words “anticipate,” “believe,” “continues,” “expect,” “estimate,” “intend,” “project,” and similar expressions and future or conditional verbs such as “will,” “would,” “should,” “could,” “might,” “can,” and “may,” are generally intended to identify forward-looking statements. Such forward-looking statements involve known and unknown risks, uncertainties, and other important factors that may cause CENTOGENE’s actual results, performance, or achievements to be materially different from any future results, performance, or achievements expressed or implied by the forward-looking statements. Such risks and uncertainties include, among others, negative worldwide economic conditions and ongoing instability and volatility in the worldwide financial markets, the effects of the COVID-19 pandemic on our business and results of operations, possible changes in current and proposed legislation, regulations and governmental policies, pressures from increasing competition and consolidation in our industry, the expense and uncertainty of regulatory approval, including from the U.S. Food and Drug Administration, our reliance on third parties and collaboration partners, including our ability to manage growth and enter into new client relationships, our dependency on the rare disease industry, our ability to manage international expansion, our reliance on key personnel, our reliance on intellectual property protection, fluctuations of our operating results due to the effect of exchange rates, our ability to streamline cash usage, our requirement for additional financing and our ability to continue as a going concern, or other factors. For further information on the risks and uncertainties that could cause actual results to differ from those expressed in these forward-looking statements, as well as risks relating to CENTOGENE’s business in general, see CENTOGENE’s risk factors set forth in CENTOGENE’s Form 20-F filed on April 15, 2021, with the Securities and Exchange Commission (the “SEC”) and subsequent filings with the SEC. Any forward-looking statements contained in this press release speak only as of the date hereof, and CENTOGENE’s specifically disclaims any obligation to update any forward-looking statement, whether as a result of new information, future events, or otherwise.

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MEDIA RELEASE

CENTOGENE Announces Nomination of Andreas Busch to Supervisory Board

Nomination adds significant expertise to support pharma partnerships and an impressive track record in value creation

CAMBRIDGE, Mass. and ROSTOCK, Germany, and BERLIN, February 1, 2022 (GLOBE NEWSWIRE – Centogene N.V. (Nasdaq: CNTG), a commercial-stage company focused on generating data-driven insights to diagnose, understand, and treat rare diseases, today announced the nomination of Prof. Andreas Busch as a member of the Supervisory Board, which will be proposed to the shareholders at the next General Meeting. Dr. Busch will also serve with immediate effect as a member ad interim of the Company's Supervisory Board.

"We are very pleased to welcome Dr. Busch as a new member of the Supervisory Board," stated Peer Schatz, Chairman of the Supervisory Board of CENTOGENE. "Andreas has been instrumental in accelerating the discovery and development of novel approaches and treatments in rare diseases and has successfully guided innovation and value creation for patients and stakeholders in large pharmaceutical companies. We look forward to benefiting from his contributions as CENTOGENE accelerates value creation as the unique and essential partner for data-driven insights to biopharma and pharmaceutical companies for rare, metabolic, and neurodegenerative diseases."

"I am excited by the opportunity to join CENTOGENE," said Dr. Busch. "This is a unique time to join CENTOGENE, as it has built an industry-leading Bio/Databank to accelerate and de-risk drug programs along their entire development timeline. I believe there is tremendous opportunity to accelerate this effort and become the partner of choice for biopharma in the company's key disease areas."

Dr. Busch brings over 20 years of experience and leadership in the pharmaceutical industry. Since 2019, he has served as Chief Innovation Officer and Chief Scientific Officer at Cyclerion Therapeutics, Inc. (Nasdaq: CYCN), a clinical-stage biopharmaceutical company on a mission to develop treatments that restore cognitive function. Prior to this, Dr. Busch served as Head of R&D and CSO at Shire plc., a global biotechnology leader serving patients with rare diseases. Previously, he held a variety of senior leadership positions in his 13-year tenure at Bayer group, most recently as Head of Drug Discovery and a member of the Executive Committee for the Pharmaceuticals division of Bayer. Prior to joining Bayer, Dr. Busch was Global Head of Cardiovascular Research at Hoechst and Sanofi-Aventis.

Dr. Busch has served as a member of numerous Supervisory and Scientific Boards of research institutions and companies, including the German Cancer Research Center, the University of Tübingen, the Max Delbrück Center, and the Max Planck Institute of Molecular Genetics, as well as Takeda and start-up companies, such as Omeicos and BerlinCures. He also holds the title of Extraordinary Professor of Pharmacology at the Johann Wolfgang Goethe-University in Frankfurt, Germany. Dr. Busch received his license to practice Pharmacy and Ph.D. in Pharmacology from the Johann-Wolfgang-Goethe-University, Frankfurt. He is the author of over 400 publications and abstracts, and received the prestigious Sir Bernard Katz and Franz Volhard Awards for his work on renal and cardiac ion channels and transporters.

About CENTOGENE

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the risks and uncertainties that could cause actual results to differ from those expressed in these forward-looking statements, as well as risks relating to CENTOGENE's business in general, see CENTOGENE's risk factors set forth in CENTOGENE's Form 20-F filed on April 15, 2021, with the Securities and Exchange Commission (the "SEC") and subsequent filings with the SEC. Any forward-looking statements contained in this press release speak only as of the date hereof, and CENTOGENE's specifically disclaims any obligation to update any forward-looking statement, whether as a result of new information, future events, or otherwise.

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Exhibit 99.3

MEDIA RELEASE

CENTOGENE Announces Nomination of Kim Stratton as Chief Executive Officer

Dr. Andrin Oswald resigns as CEO due to prolonged medical leave; Kim Stratton elected as successor

CAMBRIDGE, Mass. and ROSTOCK, Germany, and BERLIN, February 1, 2022 (GLOBE NEWSWIRE – Centogene N.V. (Nasdaq: CNTG), a commercial-stage company focused on generating data-driven insights to diagnose, understand, and treat rare diseases, today announced the Company's Supervisory Board's nomination of Kim Stratton as Chief Executive Officer, transitioning from her prior designation as Interim CEO. In her role as CEO, Mrs. Stratton will now lead CENTOGENE's ongoing important strategic evolution on its path to maximizing stakeholder value creation.

Kim Stratton commented, "I am excited to continue my journey at CENTOGENE and officially take on the role of Chief Executive Officer. I have known and followed CENTOGENE for many years and am deeply impressed by CENTOGENE's potential for value creation as we execute on the next chapter of our strategy."

Peer Schatz, Chairman of the Supervisory Board of CENTOGENE said, "We are very much looking forward to developing and executing on our opportunities with Kim Stratton as our Chief Executive Officer. Kim is a most impressive executive with great experience in rare diseases through her various roles in the pharmaceutical industry. We look forward to working with Kim and to translating the next phases of our strategy into value for patients and our stakeholders."

This nomination follows the notification by Dr. Andrin Oswald, the Company's Chief Executive Officer and Managing Director, that he has resigned from his position in order to focus on his recovery. On December 20, 2021, the Company announced that Dr. Oswald had taken a medical leave of absence. While Dr. Oswald is on a path to recovery, this will take some additional time, and Dr. Oswald has therefore decided, in consultation and mutual agreement with the Company's supervisory board, to hand over the CEO position to Kim Stratton to ensure continued strong leadership. Dr. Oswald will continue to be available to CENTOGENE as an advisor to ensure a smooth leadership transition.

"After careful consideration, I have decided to extend my medical leave and to focus on the completion of my recovery," said Dr. Andrin Oswald. "CENTOGENE is at a very important time in its development that requires continued strong leadership. It is therefore that I have decided to step down and to hand over my role to Kim Stratton. I have worked with Kim in previous roles and have the greatest respect for her leadership skills and her significant experience in rare diseases. I feel confident knowing the Company will be in the skilled hands of Kim, our highly experienced management team, and our talented and passionate employees."

Peer Schatz, Chairman of the Supervisory Board of CENTOGENE added, "It has been a great pleasure to work with Andrin. We send our best wishes for his continued recovery and that he can regain his full health as soon as possible. We understand, support, and have great respect for his decision taken in the interest of the Company to now hand over his roles to Kim Stratton. In only a few months during Andrin's tenure as CEO, he has transformed the company to become much stronger and more focused. He formed a very high-performing, new team and created a culture of efficiency,

inclusive decision-making, and accountability. With this team, a very exciting strategy has been designed, which has the potential to have a profound impact on the reduction of the burden of rare diseases and to thereby also create significant stakeholder value."

The transition of the CEO role is effective immediately. Kim Stratton's appointment as a managing director will be formalized at the next shareholder meeting.

Kim Stratton has more than 25 years' global commercial expertise in the biopharmaceutical space, with significant experience across multiple geographies, including the U.K., U.S., Europe, and emerging markets. Most recently, Stratton was CEO of Orphazyme A/S (ORPHA.CO), a biopharmaceutical company dedicated to developing treatments for patients living with rare diseases. Prior to this role, Mrs. Stratton worked at Shire Pharmaceuticals, where she served as Head International Commercial for Shire's Specialty and Rare Diseases portfolio. Before Shire, Mrs. Stratton spent nearly 15 years at Novartis in a number of senior management roles, including global product development, commercial, marketing, general manager, and various global corporate functions, including government and external affairs. Stratton also currently serves as a non-executive director on the Boards of Recordati S.p.A, Novozymes A/S, and Vifor Pharma AG.

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Exhibit 99.4

Portions of this exhibit have been omitted pursuant to Item 601(b)(10)(iv) of Regulation S-K on the basis that the registrant customarily and actually treats that information as private or confidential and the omitted information is not material. Information that has been omitted has been noted in this document with a placeholder identified by the mark "[***]".

SECURITIES PURCHASE AGREEMENT

This SECURITIES PURCHASE AGREEMENT (this "Agreement") is made and entered into as of January 31, 2022 by and among Centogene N.V., a public company with limited liability (*naamloze vennootschap*) incorporated under the laws of the Netherlands (the "Company"), and the Investors identified on Schedule 1 attached hereto (each an "Investor" and collectively the "Investors").

RECITALS

A. The Company and each Investor is executing and delivering this Agreement in reliance upon the exemption from securities registration afforded by Section 4(a)(2) of the Securities Act of 1933, as amended (the "1933 Act"), and/or Rule 506 of Regulation D ("Regulation D") as promulgated by the United States Securities and Exchange Commission (the "SEC") under the 1933 Act.

B. The Investors wish to purchase from the Company, and the Company wishes to sell and issue to the Investors, upon the terms and subject to the conditions stated in this Agreement, common shares in the capital of the Company, nominal value €0.12 per share ("Common Shares" and those Common Shares purchased pursuant to this Agreement, the "Shares").

C. The parties hereto are parties to a Registration Rights Agreement, dated as of June 18, 2020 (as amended, the "Registration Rights Agreement"), pursuant to which the Company has agreed to provide certain registration rights in respect of Common Shares under the 1933 Act, and the rules and regulations promulgated thereunder, and applicable state securities laws.

D. Prior to the execution of this Agreement, the Company has executed a Loan and Security Agreement among Oxford Finance LLC, the Company and certain other parties and dated as of January 31, 2022 ("LSA"), pursuant to which term loans of up to USD 45,000,000 are available to the Company subject to and in accordance with the terms and conditions of the LSA.

E. The Company and each of the Investors has taken all necessary corporate action and obtained any and all necessary internal and third-party approvals, consents and permits for the transactions and agreements contemplated by this Agreement.

In consideration of the mutual promises made herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. For the purposes of this Agreement, the following terms shall have the meanings set forth below:

"Affiliate" means, with respect to any Person, any other Person which directly or indirectly through one or more intermediaries Controls, is controlled by, or is under common Control with, such Person.

"Business Day" means a day, other than a Saturday or Sunday, on which banks in Berlin, Germany, are open for the general transaction of business.

"Closing" has the meaning set forth in Section 3.1.

"Closing Date" has the meaning set forth in Section 3.1.

"Common Shares" has the meaning set forth in the Recitals.

"Company's Knowledge" means the actual knowledge of the managing directors (*bestuurders*) of the Company who are not absent or incapacitated under the Company's Articles of Association at the relevant moment.

"Control" (including the terms "controlling", "controlled by" or "under common Control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

"COVID-19" means SARS-CoV-2 or COVID-19 and any evolutions, variants or mutations thereof.

"COVID-19 Measures" means any quarantine, "shelter in place", "stay at home", workforce reduction, social distancing, shut down, closure or sequester order, guideline, recommendation or other applicable laws issued by any governmental authority in response to COVID-19.

"Deed of Issue" has the meaning set forth in Section 2.

"Environmental Laws" has the meaning set forth in Section 4.15.

"FCPA" means the Foreign Corrupt Practices Act of 1977, as amended.

"IFRS" has the meaning set forth in Section 4.18.

"Intellectual Property" means all patents, patent applications, trademarks, trademark applications, service marks, trade names, copyrights, trade secrets, licenses, domain names, information and proprietary rights and processes.

"Investor Questionnaire" has the meaning set forth in Section 3.1.

"Material Adverse Effect" means any change, event, effect, state of facts or occurrence 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 (i) the assets, liabilities, results of operations, financial condition or business of the Company and its Subsidiaries taken as a whole, or (ii) the ability of the Company to perform its obligations under the Transaction Documents; provided, however, that in no event shall any of the following occurring after the date hereof, alone or in combination, be deemed to constitute, or be taken into account in determining whether a Material Adverse Effect has occurred: (i) any change in the

Company's share price or trading volume, (ii) any effect caused by the announcement or pendency of the transactions contemplated by the Transaction Documents, or the identity of any Investor or any of its Affiliates as the purchaser in connection with the transactions contemplated by the Transaction Documents, (iii) general business or economic conditions in or affecting Germany, the United States, the Netherlands or any other country, or changes therein, or the global economy generally, (iv) any national or international political or social conditions in Germany, the United States, the Netherlands or any other country, including the engagement by Germany, the United States, the Netherlands or any other country in hostilities, whether or not pursuant to the declaration of a national emergency or war, or the occurrence in any place of any military or terrorist attack, sabotage or cyberterrorism, (v) changes in conditions of the financial, banking, capital or securities markets generally in Germany, the United States, the Netherlands or any other country, or changes therein, including changes in interest rates in Germany, the United States, the Netherlands or any other country and changes in exchange rates for the currencies of any countries, (vi) changes in any applicable laws (including COVID-19 Measures) or changes in IFRS or any interpretation thereof, in each case, coming into effect after the date of this Agreement, (vii) any hurricane, tornado, flood, earthquake, tsunami, natural disaster, epidemic, pandemic (including COVID-19) or quarantine, act of God or other comparable event in Germany, the United States, the Netherlands or any other country, or any escalation of the foregoing. (viii) changes generally applicable to the industries or markets in which the Company and its Subsidiaries operate, or (ix) any action taken by, or at the request of, any Investor; provided further, that any change, event, effect, state of facts or occurrence resulting from a matter described in any of the foregoing clauses (i) through (viii) may be taken into account in determining whether a Material Adverse Effect has occurred or is reasonably expected to occur if such change, event, effect or occurrence has had or would reasonably be expected to have a disproportionate adverse effect on the business, results of operations or financial condition of Company and its Subsidiaries, taken as a whole, relative to other participants operating in the industries or markets in which the Company and its Subsidiaries operate, but only to the extent of the incremental disproportionate effect on the Company and its Subsidiaries, taken as a whole relative to other participants operating in the industries or markets in which the Company and its Subsidiaries operate.

"Material Contract" means any contract, instrument or other agreement to which the Company is a party or by which it is bound which is material to the business of the Company, including those that have been filed as an exhibit to the SEC Filings pursuant to Item 19, Instruction 4 of Form 20-F.

"Nasdaq" means The Nasdaq Global Market.

"Oxford Financing" means the LSA and the transactions contemplated thereby.

"Person" means an individual, corporation, partnership, limited liability company, trust, business trust, association, joint stock company, joint venture, sole proprietorship, unincorporated organization, governmental authority or any other form of entity not specifically listed herein.

"Registration Rights Agreement" has the meaning set forth in the Recitals.

"SEC" means the United States Securities and Exchange Commission.

"SEC Filings" has the meaning set forth in Section 4.

"Shares" has the meaning set forth in the Recitals.

"Subscription Amount" means, as to an Investor, the aggregate amount to be paid for the Shares purchased hereunder as specified opposite such Investor's name on Schedule 1 attached hereto, under the column entitled "Subscription Amount".

"Subsidiaries" has the meaning set forth in Section 4.1.

"Trading Day" means a day on which Nasdaq is open for trading.

"Transfer Agent" the Company's transfer agent in respect of the Common Shares.

"Transaction Documents" means this Agreement, the Warrant Agreement and the Deed of Issue.

"Warrant Agreement" has the meaning set forth in Section 7(a).

"1933 Act" has the meaning set forth in the Recitals.

"1934 Act" means the Securities Exchange Act of 1934, as amended, or any successor statute, and the rules and regulations promulgated thereunder.

2. Purchase and Sale of the Shares. On the Closing Date, upon the terms and subject to the conditions set forth herein, the Company will issue and sell, and the Investors will purchase, severally and not jointly, the number of Shares set forth opposite the name of the respective Investors under the heading "Number of Shares Purchased" on Schedule 1 attached hereto at a price per Share equal to USD 3.73 pursuant to the execution by the Company of a deed of issue of the Shares under Dutch law substantially in the form attached hereto as Exhibit A (the "Deed of Issue"). As a matter of Dutch law, references in this Agreement to Shares being "sold" and "purchased" (and the corollary usages of those terms) should be understood to mean that Shares are being issued and subscribed for, respectively.

3. Closing.

3.1. The closing of the purchase and sale of the Shares pursuant to this Agreement (the "Closing") shall occur on the date of this Agreement at the offices of NautaDutilh N.V. (Beethovenstraat 400, 1082 PR Amsterdam, the Netherlands), or at such other time and place as may be agreed to by the Company and the Investors (the "Closing Date"). At or prior to the Closing, each Investor shall execute any related agreements or other documents required to be executed hereunder, dated on or before the Closing Date, including but not limited to the Investor Questionnaire in the form attached hereto as Exhibit B (the "Investor Questionnaire").

3.2. On the Closing Date, prior to 10:00 A.M. (Central European Time) and prior to the execution by the Company of the Deed of Issue, each Investor shall deliver or cause to be delivered to the Company the Subscription Amount via wire transfer of immediately available funds pursuant to the wire instructions delivered to such Investor by the Company on or prior to

the Closing Date. To the extent required, the Company hereby irrevocably consents to payment of the Exercise Price in a currency other than the Euro.

3.3. At the Closing, subject to receipt by the Company of the Subscription Amount from each Investor as contemplated by Section 3.2, the Company shall issue and deliver or cause to be issued and delivered to each Investor a number of Shares in the amount set forth opposite the name of such Investor under the heading "Number of Shares Purchased" on Schedule 1 attached hereto pursuant to the Deed of Issue. Upon the execution of the Deed of Issue, the Company shall cause the Shares to be recorded in the registers of the Transfer Agent in book entry form.

4. Representations and Warranties of the Company. The Company hereby represents and warrants to the Investors that, except as otherwise expressly contemplated by the Company's filings with the SEC (collectively, the "SEC Filings"), which qualify these representations and warranties in their entirety, as of the date hereof:

4.1. Organization, Good Standing and Qualification. The Company is an entity duly incorporated and validly existing as a public company with limited liability (*naamloze vennootschap*) under the laws of the Netherlands, with the requisite corporate power and authority to own or lease and use its properties and assets, to execute and deliver the Transaction Documents, to carry out the provisions of the Transaction Documents, to issue and sell the Shares and to carry on its business as presently conducted as described in the SEC Filings. Each of the Company's Subsidiaries required to be disclosed pursuant to Item 19, Instruction 8 in an exhibit to its annual report on Form 20-F filed with the SEC for the year ended December 31, 2020 (the "Subsidiaries") is an entity duly incorporated or otherwise organized, validly existing and in good standing (to the extent such concept exists in the relevant jurisdiction) under the laws of the jurisdiction of its incorporation or organization, as applicable, and has all requisite power and authority to carry on its business to own and use its properties. Neither the Company nor any of its Subsidiaries is in violation or default in any material respect of any of the provisions of its respective articles of association, charter, certificate of incorporation, bylaws, limited partnership agreement or other organizational or constitutive documents. Each of the Company and its Subsidiaries is duly qualified to do business as a foreign entity and is in good standing (to the extent such concept exists in the relevant jurisdiction) in each jurisdiction in which the conduct of its business or its ownership or leasing of property makes such qualification necessary, except to the extent any failure to so qualify has not had and would not reasonably be expected to have a Material Adverse Effect.

4.2. Authorization. The Company has the requisite corporate power and authority and has taken all requisite corporate action necessary for, and no further action on the part of the Company, its officers, managing directors, supervisory directors and shareholders is necessary for, (i) the authorization, execution and delivery of the Transaction Documents, (ii) the authorization of the performance of all obligations of the Company hereunder or thereunder, and (iii) the issuance of the Shares. Each of the Transaction Documents, upon execution and delivery by the Company, assuming due authorization, execution and delivery by the Investors, constitute valid and binding obligations of the Company enforceable in accordance with their terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application affecting enforcement of creditors' rights, (b) general principles of equity that

restrict the availability of equitable remedies and (c) to the extent that the enforceability of indemnification provisions may be limited by applicable laws.

4.3. Capitalization. As of the date hereof (a) Company's issued share capital consists of 22,587,136 Common Shares (none of which are held by the Company or any of its Subsidiaries) and (b) all of the issued and outstanding Common Shares have been duly authorized and validly issued and are fully paid-up (*volgestort*), and none of such securities were issued in violation of any pre-emptive rights and such securities were issued in compliance in all material respects with applicable Dutch laws and U.S. state and federal securities law and any rights of third parties. Except under incentive plans disclosed in the SEC Filings and as contemplated by the Transaction Documents, there are no outstanding warrants, options, convertible securities or other rights, agreements or arrangements of any character under which the Company is or may be obligated to issue any equity securities of any kind.

4.4. Valid Issuance. Upon the execution of the Deed of Issue, the Shares will be duly and validly issued, free and clear of all encumbrances and restrictions (other than those created by the Investors), except for restrictions on transfer set forth in the Registration Rights Agreement or imposed by applicable law. Upon the execution of the Deed of Issue and when paid for pursuant to this Agreement, the Shares will be fully paid and non-assessable.

4.5. Consents. The execution, delivery and performance by the Company of the Transaction Documents and the offer, issuance and sale of the Shares by the Company to each Investor hereunder require no consent of, action by or in respect of, or filing with, any Person, governmental body, agency, or official other than filings that have been made pursuant to applicable U.S. state securities laws and post-sale filings pursuant to applicable U.S. state and federal securities laws and the rules and regulations of Nasdaq, which the Company undertakes to file within the applicable time periods.

4.6. Delivery of SEC Filings. True and complete copies of the SEC Filings have been made available by the Company to the Investors through the Electronic Data Gathering, Analysis, and Retrieval system (the "EDGAR System") (other than any information for which the Company has received confidential treatment from the SEC).

4.7. No Material Adverse Effect. Since September 30, 2021, except as specifically set forth in a subsequent SEC Filing or pursuant to the Oxford Financing, there has not been:

(i) any change in the assets, liabilities, financial condition or operating results of the Company from that reflected in the financial statements filed as Exhibit 99.1 to the Company's Report on Form 6-K for the three months ended September 30, 2021 (filed with the SEC on November 24, 2021), except for changes in the ordinary course of business which have not had and would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect;

(ii) any declaration or payment by the Company of any dividend, or any authorization or payment by the Company of any distribution, on any of the shares of the Company, or any redemption, cancellation or repurchase by the Company of any securities of the Company;

(iii) any material damage, destruction or loss, whether or not covered by insurance, to any assets or properties of the Company;

(iv) any waiver, not in the ordinary course of business, by the Company of a material right or of a material debt owed to it;

(v) any satisfaction or discharge of a material lien, claim or encumbrance or payment of any obligation by the Company, except in the ordinary course of business;

(vi) any change or amendment to the Company's Articles of Association, or termination of or material amendment to any contract of the Company that the Company is required to file with the SEC pursuant to Item 19, Instruction 4 of Form 20-F;

(vii) any material transaction entered into by the Company other than in the ordinary course of business; or

(viii) any other event or condition that, to the Company's Knowledge, has had or would reasonably be expected to have a Material Adverse Effect.

4.8. SEC Filings. The Company has filed all reports, schedules, forms, statements and other documents required to be filed by the Company under 1933 Act and the 1934 Act for the one year preceding the date hereof (or such shorter period as the Company was required by law or regulation to file such material). At the time of filing thereof, such SEC Filings complied as to form in all material respects with the requirements of the 1933 Act or 1934 Act, as applicable, and, as of their respective dates, did not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

4.9. No Conflict, Breach, Violation or Default. The execution, delivery and performance of the Transaction Documents by the Company and the issuance and sale of the Shares in accordance with the provisions thereof will not (i) conflict with or result in a breach or violation of (a) any of the terms and provisions of, or constitute a default under, the Company's Articles of Association as in effect on the date hereof, or (b) assuming the accuracy of the representations and warranties in Section 5, any applicable statute, rule, regulation or order of any governmental agency or body or any court, domestic or foreign, having jurisdiction over the Company or its Subsidiaries, or any of their assets or properties, or (ii) conflict with, or constitute a default (or an event that with notice or lapse of time or both would become a default) under, result in the creation of any lien, encumbrance or other adverse claim upon any of the properties or assets of the Company or its Subsidiaries or give to others any rights of termination, amendment, acceleration or cancellation (with or without notice, lapse of time or both) of, any Material Contract except, in the case of clauses (i)(b) and (ii) only, for such conflicts, breaches, violations and defaults as have not and would not reasonably be expected to have a Material Adverse Effect. This Section does not relate to matters with respect to tax status, which are the subject of Section 4.11, intellectual property, which are the subject of Section 4.14, and environmental laws, which are the subject of Section 4.15.

4.10. Compliance. The Company is not (i) in default under or in violation of (and no event has occurred that has not been waived that, with notice or lapse of time or both, would result in a default by the Company under), nor has the Company received notice of a claim that it is in default under or that it is in violation of, any indenture, loan or credit agreement or any other agreement or instrument to which it is a party or by which it or any of its properties is bound (whether or not such default or violation has been waived), (ii) in violation of any judgment, decree or order of any court, arbitrator or governmental body or (iii) in violation of any statute, rule, ordinance or regulation of any governmental authority, including without limitation all foreign, federal, state and local laws relating to taxes, environmental protection, occupational health and safety, product quality and safety and employment and labor matters, except in each case as would not have or reasonably be expected to result in a Material Adverse Effect.

4.11. Tax Matters. The Company and its Subsidiaries have filed all tax returns required to have been filed by the Company or its Subsidiaries with all appropriate governmental agencies and have paid all taxes shown thereon or otherwise owed by them. There are no material tax liens or claims pending or, to the Company's Knowledge, threatened against the Company or any of its Subsidiaries or any of their respective material assets or property.

4.12. Title to Properties. The Company and its Subsidiaries have good and marketable title to all real properties and all other tangible properties and assets owned by them, in each case free from liens, encumbrances and defects, except such as would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect; and the Company and its Subsidiaries hold any leased real or personal property under valid, subsisting and enforceable leases with which the Company and its Subsidiaries are in compliance and with no exceptions, except such as would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect .

4.13. Certificates, Authorities and Permits. The Company and its Subsidiaries possess adequate certificates, authorities or permits issued by appropriate governmental agencies or bodies necessary to conduct the business now operated by them, except where failure to so possess would not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect. The Company and its Subsidiaries have not received any notice of proceedings relating to the revocation or modification of any such certificate, authority or permit that, if determined adversely to the Company or its Subsidiaries, would reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect.

4.14. Intellectual Property. The Company and its Subsidiaries own, possess, license or have other rights to use, the patents and patent applications, copyrights, trademarks, service marks, trade names, service names and trade secrets described in the SEC Filings as necessary or material for use in connection with its businesses as currently conducted (collectively, the "Intellectual Property Rights"). There is no pending or, to the Company's Knowledge, threatened action, suit, proceeding or claim by any Person that the Company's business or the business of its Subsidiaries as now conducted infringes or otherwise violates any patent, trademark, copyright, trade secret or other proprietary rights of another. To the Company's Knowledge, there is no existing infringement by another Person of any of the Intellectual Property Rights that would have or would reasonably be expected to have a Material Adverse Effect. The Company and its Subsidiaries have taken reasonable security measures to protect the secrecy, confidentiality and

value of all of its Intellectual Property Rights, except where failure to do so would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. All material licenses or other material agreements under which the Company is granted rights to Intellectual Property are, to the Company's Knowledge, in full force and effect and, to the Company's Knowledge, there is no material default by any other party thereto, except as would not reasonably be expected to have a Material Adverse Effect. The Company has no reason to believe that the licensors under such licenses and other agreements do not have and did not have all requisite power and authority to grant the rights to the Intellectual Property purported to be granted thereby. The consummation of the transactions contemplated hereby and by the other Transaction Documents will not result in the alteration, loss, impairment of or restriction on the Company's or any of its Subsidiaries' ownership or right to use any Intellectual Property that is material to the conduct of the Company's business as currently conducted.

4.15. Environmental Matters. Except as would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect, neither the Company nor any of its Subsidiaries is in violation of any statute, rule, regulation, decision or order of any governmental agency or body or any court, domestic or foreign, relating to the use, disposal or release of hazardous or toxic substances or relating to the protection or restoration of the environment or human exposure to hazardous or toxic substances (collectively, "Environmental Laws"), has released any hazardous substances regulated by Environmental Law on to any real property that it owns or operates, or has received any written notice or claim it is liable for any off-site disposal or contamination pursuant to any Environmental Laws; and to the Company's Knowledge, there is no pending or threatened investigation that would reasonably be expected to lead to such a claim.

4.16. Legal Proceedings. There are no legal, governmental or regulatory investigations, actions, suits or proceedings pending to which the Company or any of its Subsidiaries is or may reasonably be expected to become a party or to which any property of the Company is or may reasonably be expected to become the subject that, individually or in the aggregate, if determined adversely to the Company or its Subsidiaries, would reasonably be expected to have a Material Adverse Effect. Neither the Company nor any of its Subsidiaries, nor, to the Company's Knowledge, any director or officer thereof, is or has been the subject of any action involving a judicially filed claim of violation of or liability under U.S. federal or state securities laws or a judicially filed claim of breach of fiduciary duty. There has not been, and to the Company's Knowledge, there is not pending, any investigation by the SEC involving the Company or any current or former director or officer of the Company. The SEC has not issued any stop order or other order suspending the effectiveness of any registration statement filed by the Company or any of its Subsidiaries under the 1933 Act or the 1934 Act.

4.17. Minimum Consolidated Cash. At 31 December 2021, the Company's consolidated balance sheet showed an adjusted cash balance at a normal working capital level (including (i) EUR 1,400,000 cash-in-transit and (ii) EUR 6,800,000 accounts receivable) of at least EUR 15,000,000. Such cash balance does not comprise cash that is subject to regulatory, exchange control or tax constraints, such that it cannot be accessed by the Company or its Subsidiaries within thirty (30) calendar days (i.e., trapped cash).

4.18. Financial Statements. The financial statements included in each SEC Filing comply as to form in all material respects with applicable accounting requirements and the rules and regulations of the SEC with respect thereto as in effect at the time of filing (or to the extent corrected by a subsequent restatement) and present fairly, in all material respects, the financial position of the Company as of the dates shown and its results of operations and cash flows for the periods shown, subject in the case of unaudited financial statements to normal, immaterial year-end audit adjustments, and such financial statements have been prepared in conformity with International Financing Reporting Standards as issued by the International Accounting Standards Board ("IFRS") (except as may be disclosed therein or in the notes thereto, and except that the unaudited financial statements may not contain all footnotes required by IFRS).

4.19. Insurance Coverage. Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, the Company and each of the Subsidiaries maintain insurance covering their respective properties, operations, personnel and businesses as the Company reasonably deems adequate; the Company reasonably believes such insurance insures against such losses and risks in accordance with customary industry practice to protect the Company and the Subsidiaries and their respective businesses and which is commercially reasonably for the current conduct of its business; all such insurance is fully in force on the date hereof.

4.20. Compliance with Nasdaq Continued Listing Requirements. The Company is in compliance with applicable Nasdaq continued listing requirements. There are no proceedings pending or, to the Company's Knowledge, threatened against the Company relating to the continued listing of the Common Shares on Nasdaq and the Company has not received any notice of, nor to the Company's Knowledge is there any reasonable basis for, the delisting of the Common Shares from Nasdaq.

4.21. Investment Company. The Company is not required to be registered as, and is not an Affiliate of, and immediately following the Closing will not be required to register as, an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

4.22. Manipulation of Price. The Company has not, and, to the Company's Knowledge, no Person acting on its behalf has taken, directly or indirectly, any action designed to cause or to result in the stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of any of the Shares.

4.23. Foreign Private Issuer. The Company is a "foreign private issuer" within the meaning of Rule 405 under the 1933 Act.

4.24. No Directed Selling Efforts or General Solicitation. Neither the Company nor any of its Subsidiaries nor any Person acting on its behalf has conducted any general solicitation or general advertising (as those terms are used in Regulation D) in connection with the offer or sale of any of the Shares.

4.25. No Integrated Offering. Neither the Company nor any of its Subsidiaries nor any Person acting on its behalf has, directly or indirectly, made any offers or sales of any

security of the Company or solicited any offers to buy any security of the Company, under circumstances that would adversely affect reliance by the Company on Section 4(a)(2) for the exemption from registration for the transactions contemplated hereby or would require registration of the Shares under the 1933 Act.

5. Representations and Warranties of the Investors. Each of the Investors hereby, severally and not jointly, represents and warrants to the Company that:

5.1. Organization and Existence. Such Investor is a validly existing corporation, limited partnership or limited liability company and has all requisite corporate, partnership or limited liability company power and authority to enter into and consummate the transactions contemplated by the Transaction Documents and to carry out its obligations hereunder and thereunder, and to invest in the Shares pursuant to this Agreement.

5.2. Authorization. The execution, delivery and performance by such Investor of the Transaction Documents to which such Investor is a party have been duly authorized and each has been duly executed and when delivered will constitute the valid and legally binding obligation of such Investor, enforceable against such Investor in accordance with their respective terms, except: (i) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies and (iii) insofar as indemnification and contribution provisions may be limited by applicable law.

5.3. Purchase Entirely for Own Account. The Shares to be received by such Investor hereunder will be acquired for such Investor's own account, not as nominee or agent, and not with a view to the resale or distribution of any part thereof in violation of the 1933 Act, and such Investor has no present intention of selling, granting any participation in, or otherwise distributing the same in violation of the 1933 Act without prejudice, however, to such Investor's right at all times to sell or otherwise dispose of all or any part of such Shares in compliance with applicable federal and state securities laws. Nothing contained herein shall be deemed a representation or warranty by Investor to hold the Shares for any period of time. Such Investor is not a broker-dealer registered with the SEC under the 1934 Act or an entity engaged in a business that would require it to be so registered.

5.4. Investment Experience. Such Investor acknowledges that it can bear the economic risk and complete loss of its investment in the Shares and has such knowledge and experience in financial or business matters that it is capable of evaluating the merits and risks of the investment contemplated hereby.

5.5. Restricted Securities. Such Investor understands that the Shares are characterized as "restricted securities" under the U.S. federal securities laws inasmuch as they are being acquired from the Company in a transaction not involving a public offering and that under such laws and applicable regulations such securities may be resold without registration under the 1933 Act only in certain limited circumstances.

5.6. Legends. It is understood that, except as provided below, certificates and book entries evidencing the Shares may bear the following or any similar legend:

> "THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED WITH THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND, ACCORDINGLY, MAY NOT BE TRANSFERRED UNLESS (I) SUCH SECURITIES HAVE BEEN REGISTERED FOR SALE PURSUANT TO THE SECURITIES ACT OF 1933, AS AMENDED, (II) SUCH SECURITIES MAY BE SOLD PURSUANT TO RULE 144, OR (III) THE COMPANY HAS RECEIVED AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO IT THAT SUCH TRANSFER MAY LAWFULLY BE MADE WITHOUT REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED. THESE SECURITIES ARE SUBJECT TO TRANSFER AND OTHER RESTRICTIONS SET FORTH IN A SECURITIES PURCHASE AGREEMENT, DATED JANUARY 31, 2022, COPIES OF WHICH ARE ON FILE WITH THE COMPANY. NOTWITHSTANDING THE FOREGOING, THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES."

If required by the authorities of any U.S. state in connection with the issuance of sale of the Shares, the legend required by such state authority.

5.7. Accredited Investor. At the time such Investor was offered the Shares, it was and, as of the date hereof, such Investor is an "accredited investor" within the meaning of Rule 501 under the 1933 Act and has executed and delivered to the Company its Investor Questionnaire, which such Investor hereby represents and warrants is true, correct and complete as of each such time and date. Such investor is a sophisticated institutional investor with sufficient knowledge, sophistication and experience in business, including transactions involving private placements in public equity, to properly evaluate the risks and merits of its purchase of the Shares. Such Investor has determined based on its own independent review and such professional advice as it deems appropriate that its purchase of the Shares and participation in the transactions contemplated by the Transaction Documents (i) are fully consistent with its financial needs, objectives and condition, (ii) comply and are fully consistent with all investment policies, guidelines and other restrictions applicable to such Investor, (iii) have been duly authorized and approved by all necessary action, (iv) do not and will not violate or constitute a default under such Investor's charter, bylaws or other constituent document or under any law, rule, regulation, agreement or other obligation by which such Investor is bound and (v) are a fit, proper and suitable investment for such Investor, notwithstanding the substantial risks inherent in investing in or holding the Shares.

5.8. No General Solicitation. Such Investor did not learn of the investment in the Shares as a result of any general solicitation or general advertising.

5.9. No Government Recommendation or Approval. Such Investor understands that no U.S. federal or state agency, or similar agency of any other country, has reviewed, approved, passed upon, or made any recommendation or endorsement of the Company or the purchase of the Shares.

5.10. No Intent to Effect a Change of Control; Ownership. Such Investor has no present intent to effect a "change of control" of the Company as such term is understood under the rules promulgated pursuant to Section 13(d) of the 1934 Act and under the rules of Nasdaq.

5.11. No Conflicts. The execution, delivery and performance by such Investor of the Transaction Documents and the consummation by such Investor of the transactions contemplated hereby and thereby will not (i) result in a violation of the organizational documents of such Investor or (ii) conflict with, or constitute a default (or an event which with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, any agreement, indenture or instrument to which such Investor is a party, or (iii) result in a violation of any law, rule, regulation, order, judgment or decree (including federal and state securities laws) applicable to such Investor, except in the case of clauses (ii) and (iii) above, for such conflicts, defaults, rights or violations which would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the ability of such Investor to perform its obligations hereunder.

5.12. No Rule 506 Disqualifying Activities. Such Investor has not taken any of the actions set forth in, and is not subject to, the disqualification provisions of Rule 506(d)(1) of the 1933 Act.

The Company acknowledges and agrees that the representations contained in this Section 5 shall not modify, amend or affect such Investor's right to rely on the Company's representations and warranties contained in this Agreement or any representations and warranties contained in any other Transaction Document or any other document or instrument executed and/or delivered in connection with this Agreement or the consummation of the transactions contemplated hereby.

6. Conditions to Closing.

6.1. Conditions to the Investors' Obligations. The obligation of each Investor to purchase Shares at the Closing is subject to the fulfillment to such Investor's satisfaction, on or prior to the Closing Date, of the following conditions, any of which may be waived by such Investor (as to itself only):

(a) The representations and warranties made by the Company in Section 4 hereof shall be true and correct in all material respects as of the date hereof and on the Closing Date, except to the extent any such representation or warranty expressly speaks as of an earlier date, in which case such representation or warranty shall be true and correct as of such earlier date. The Company shall have performed in all material respects all obligations and covenants herein required to be performed by it on or prior to the Closing Date.

(b) No judgment, writ, order, injunction, award or decree of or by any court, or judge, justice or magistrate, including any bankruptcy court or judge, or any order of or by any governmental authority, shall have been issued, and no action or proceeding shall have been instituted by any governmental authority, enjoining or preventing the consummation of the transactions contemplated hereby or in the other Transaction Documents.

(c) No stop order or suspension of trading shall have been imposed by Nasdaq, the SEC or any other governmental or regulatory body with respect to public trading in the Common Shares.

6.2. Conditions to Obligations of the Company. The Company's obligation to sell and issue Shares at the Closing is subject to the fulfillment to the satisfaction of the Company on or prior to the Closing Date of the following conditions, any of which may be waived by the Company:

(a) The representations and warranties made by the Investors in Section 5 hereof shall be true and correct in all material respects as of the Closing Date. The Investors shall have performed in all material respects all obligations and covenants herein required to be performed by them on or prior to the Closing Date.

(b) Each Investor shall have executed and delivered to the Company an Investor Questionnaire.

(c) Each Investor shall have paid in full its Subscription Amount to the Company.

7. Undertakings. As an inducement for the Investors to enter into this Agreement, the Company undertakes the following towards the Investors:

(a) at Closing, the Company and the Investors shall enter into a warrant agreement substantially in the form attached hereto as Exhibit C (the "Warrant Agreement");

(b) at Closing, the Company shall consummate the Oxford Financing;

(c) [***];

(d) [***]; and

(e) [***].

8. Survival and Indemnification.

8.1. Survival. The representations, warranties, covenants, and agreements contained in this Agreement shall survive the Closing for a period of three hundred sixty five (365) days after the date hereof and thereafter shall have no further force and effect.

8.2. Indemnification by the Company. The Company agrees to indemnify and hold harmless each of the Investors against any losses, claims, damages, liabilities or expenses, joint or several, to which such Investor may become subject (including in settlement of any litigation, if such settlement is effected with the written consent of the Company), insofar as such losses, claims, damages, liabilities or expenses (or actions in respect thereof as contemplated below) arise out of or are based in whole or in part on the inaccuracy in the representations and warranties of the Company contained in this Agreement or the failure of the Company to perform its obligations hereunder, and will reimburse each Investor for legal and other documented expenses reasonably incurred by such Investor in connection with investigating, defending, settling, compromising or paying such loss, claim, damage, liability, expense or action; provided, however, that the Company will not be liable in any such case to the extent that any such loss, claim, damage, liability or expense arises out of or is based upon (i) the failure of such Investor to comply with the covenants and agreements contained herein, or (ii) the inaccuracy of any representations made by such Investor herein; provided further, that the Company's liability under this Section 8.2 towards an Investor shall never exceed the Subscription Amount payable by the relevant Investor pursuant to this Agreement.

8.3. Indemnification by Investors. Each Investor shall severally, and not jointly, indemnify and hold harmless the Company against any losses, claims, damages, liabilities or expenses to which the Company may become subject, insofar as such losses, claims, damages, liabilities or expenses (or actions in respect thereof as contemplated below) arise out of or are based upon (i) any failure by such Investor to comply with the covenants and agreements contained herein or (ii) the inaccuracy of any representation made by such Investor herein, and will reimburse the Company for any legal and other documented expense reasonably incurred, as such expenses are reasonably incurred by the Company in connection with investigating, defending, settling, compromising or paying any such loss, claim, damage, liability, expense or action, provided, however, that the foregoing indemnity shall not apply to any damages which resulted from a breach of any of the Company's representations, warranties, covenants or agreements contained in this Agreement or other Transaction Documents; provided further, that an Investor's liability under this Section 8.3 towards the Company shall never exceed the Subscription Amount payable by that Investor pursuant to this Agreement.

8.4. Indemnification Procedure**.** Promptly after any Investor or the Company (hereinafter, the "Indemnified Party") has received notice of any indemnifiable claim hereunder, or the commencement of any action, suit or proceeding by a third Person, which the Indemnified Party believes in good faith is an indemnifiable claim under this Agreement, the Indemnified Party shall give the indemnitor hereunder (the "Indemnifying Party") written notice of such claim or the commencement of such action, suit or proceeding, but failure to so notify the Indemnifying Party will not relieve the Indemnifying Party from any liability it may have to such Indemnified Party hereunder except to the extent that the Indemnifying Party is materially prejudiced by such failure. Such notice shall state the nature and the basis of such claim to the extent then known. The Indemnifying Party shall have the right to defend and settle, at its own expense and by its own counsel who shall be reasonably acceptable to the Indemnified Party, any such matter as long as

the Indemnifying Party pursues the same diligently and in good faith. If the Indemnifying Party undertakes to defend or settle, it shall promptly notify the Indemnified Party of its intention to do so, and the Indemnified Party shall cooperate with the Indemnifying Party and its counsel in all commercially reasonable respects in the defense thereof and the settlement thereof. Such cooperation shall include, but shall not be limited to, furnishing the Indemnifying Party with any books, records and other information reasonably requested by the Indemnifying Party and in the Indemnified Party's possession or control. Such cooperation of the Indemnified Party shall be at the cost of the Indemnifying Party. After the Indemnifying Party has notified the Indemnified Party of its intention to undertake to defend or settle any such asserted liability, and for so long as the Indemnifying Party diligently pursues such defense, the Indemnifying Party shall not be liable for any additional legal expenses incurred by the Indemnified Party in connection with any defense or settlement of such asserted liability; provided, however, that the Indemnified Party shall be entitled (a) at its expense, to participate in the defense of such asserted liability and the negotiations of the settlement thereof and (b) if (i) the Indemnifying Party has failed to assume the defense or employ counsel reasonably acceptable to the Indemnified Party or (ii) if the defendants in any such action include both the Indemnified Party and the Indemnifying Party and counsel to the Indemnified Party shall have concluded that there may be reasonable defenses available to the Indemnified Party that are different from or in addition to those available to the Indemnifying Party or if the interests of the Indemnified Party reasonably may be deemed to conflict with the interests of the Indemnifying Party, then the Indemnified Party shall have the right to select a separate counsel and to assume such legal defense and otherwise to participate in the defense of such action, with the expenses and fees of such separate counsel and other expenses related to such participation to be reimbursed by the Indemnifying Party as incurred. Notwithstanding any other provision of this Agreement, the Indemnifying Party shall not settle any indemnified claim without the consent of the Indemnified Party, unless the settlement thereof imposes no liability or obligation on, and includes a complete release from liability of, and does not include any admission of wrongdoing or malfeasance by, the Indemnified Party.

9. Miscellaneous.

9.1. Independent Nature of Investors' Obligations and Rights. The obligations of each Investor under any Transaction Document are several and not joint with the obligations of any other Investor, and no Investor shall be responsible in any way for the performance of the obligations of any other Investor under any Transaction Document. The decision of each Investor to purchase Shares pursuant to the Transaction Documents has been made by such Investor independently of any other Investor. Nothing contained herein or in any Transaction Document, and no action taken by any Investor pursuant thereto, shall be deemed to constitute the Investors as a partnership, an association, a joint venture or any other kind of entity, or create a presumption that the Investors are in any way acting in concert or as a group with respect to such obligations or the transactions contemplated by the Transaction Documents. Each Investor acknowledges that no other Investor has acted as agent for such Investor in connection with making its investment hereunder and that no Investor will be acting as agent of such Investor in connection with monitoring its investment in the Shares or enforcing its rights under the Transaction Documents. Each Investor shall be entitled to independently protect and enforce its rights, including, without limitation, the rights arising out of this Agreement or out of the other Transaction Documents, and it shall not be necessary for any other Investor to be joined as an additional party in any proceeding for such purpose.

9.2. Successors and Assigns. This Agreement may not be assigned by a party hereto without the prior written consent of the Company or the Investors, as applicable; provided, however, that an Investor may assign its rights and delegate its duties hereunder in whole or in part to an Affiliate without the prior written consent of the Company or the other Investors, provided such assignee agrees in writing to be bound by the provisions hereof that apply to Investors. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective permitted successors and assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective permitted successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

9.3. Counterparts; Faxes; E-mail. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may also be executed via facsimile or e-mail, which shall be deemed an original.

9.4. Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

9.5. Notices. All notices and other communications under this Agreement must be in writing and are deemed duly delivered when (a) delivered if delivered personally or by nationally recognized overnight courier service (costs prepaid), (b) sent by email, or (c) received or rejected by the addressee, if sent by registered mail, return receipt requested; in each case to the following addresses or email addresses and marked to the attention of the individual (by name or title) designated below (or to such other address, email address or individual as a party may designate by notice to the other parties):

If to the Company:

Centogene N.V.
Am Strande 7
18055 Rostock
Germany
Attention: Rene Just, Chief Financial Officer
Email: rene.just@centogene.com

With a copy (which will not constitute notice) to:

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

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

and

If to the Investors:

to the addresses set forth on the signature pages hereto.

9.6. Expenses. All costs and expenses associated with the consummation of the transactions contemplated hereby shall be borne by the Company, provided that the Company and each Investor shall bear the costs and expenses of its own legal, financial and other advisors engaged by it.

9.7. Amendments and Waivers. Any term of this Agreement may be amended or terminated and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the written consent of the Company and each Investor.

9.8. Publicity. Except as set forth below, no public release or announcement concerning the transactions contemplated hereby shall be issued by the Investors without the prior written consent of the Company, except as such release or announcement may be required by law or the applicable rules or regulations of any securities exchange or securities market, in which case the relevant Investor(s), to the extent reasonably practicable in the circumstances, shall allow the Company reasonable time to comment on such release or announcement in advance of such issuance.

9.9. Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof but shall be interpreted as if it were written so as to be enforceable to the maximum extent permitted by applicable law, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, the parties hereby waive any provision of law which renders any provision hereof prohibited or unenforceable in any respect.

9.10. Entire Agreement. This Agreement, including the signature pages, exhibits attached hereto and the other Transaction Documents constitute the entire agreement among the parties hereof with respect to the subject matter hereof and thereof and supersede all prior agreements and understandings, both oral and written, between the parties with respect to the subject matter hereof and thereof.

9.11. Further Assurances. The parties shall execute and deliver all such further instruments and documents and take all such other actions as may reasonably be required to carry

out the transactions contemplated hereby and to evidence the fulfillment of the agreements herein contained.

9.12. No rescission, Nullification or Amendment. The parties hereto waive their rights under Sections 6:228 and 6:265 up to and including 6:272 of the Dutch Civil Code to rescind (*ontbinden*) and/or annul (*vernietigen*), or demand in legal proceedings the rescission (*ontbinding*) and/or annulment (*vernietiging*) in whole or in part of this Agreement, and their rights under Sections 6:230 and 6:258 of the Dutch Civil Code to request in legal proceedings the amendment of this Agreement.

9.13. Governing Law; Jurisdiction. This Agreement shall be exclusively governed by and construed in accordance with Dutch law. Any matter, claim or dispute arising out of or in connection with this Agreement, whether contractual or non-contractual, is to be governed by and determined in accordance with Dutch law. Any dispute arising out of or in connection with this Agreement, whether contractual or non-contractual, shall be exclusively submitted to the jurisdiction of the competent court in Amsterdam, the Netherlands.

(signature pages follow)

/s/ Rene Just

Centogene N.V.
Name: R. Just
Title : managing director

/s/ H.V. Weckesser

Centogene N.V.
Name: H.V. Weckesser
Title : managing director

/s/ Guido Prehn

DPE Deutschland II A GmbH & Co. KG
Name: Guido Prehn
Title : managing director

/s/ Guido Prehn

DPE Deutschland II B GmbH & Co. KG
Name: Guido Prehn
Title : managing director

TVM Life Science Innovation II SCSp

/s/ Monica Morsch

Name: Monica Morsch
Title : Class B Manager

/s/ Ganash Lokanathen

Name: Ganash Lokanathen
Title : Class A Manager

/s/ Maxime de Thomaz de Bossierre

CareVentures Fund II S.C.Sp
Name: Maxime de Thomaz de Bossierre
Title : authorised signatory for
Careventures Fund II GP S.à r.l.
acting in its capacity as general partner of Careventures Fund II S.C.Sp

Schedule 1 – Investors and Shares

Investors	**Number of Shares Purchased**	**Subscription Amount**
DPE Deutschland II A GmbH & Co. KG	1,098,798	EUR 3,679,760
DPE Deutschland II B GmbH & Co. KG	573,395	EUR 1,920,240
TVM Life Science Innovation II SCSp	1,493,029	EUR 5,000,000
Careventures Fund II S.C.Sp	1,313,866	EUR 4,400,000
Totals:	**4,479,088**	**EUR 15,000,000**

Exhibit A - Form of Deed of Issue

[circulated separately]

Exhibit B - Form of Investor Questionnaire

To: Centogene N.V.

This Investor Questionnaire ("Questionnaire") must be completed by each potential investor in connection with the offer and sale of securities (the "Securities"), of Centogene N.V., a public company with limited liability (*naamloze vennootschap*) incorporated under the laws of the Netherlands (the "Company"). The Securities are being offered and sold by the Company without registration under the Securities Act of 1933, as amended (the "Securities Act"), and the securities laws of certain states, in reliance on the exemptions contained in Section 4(a)(2) of the Securities Act and on Regulation D promulgated thereunder and in reliance on similar exemptions under applicable state laws. The Company must determine that a potential investor meets certain suitability requirements before offering or selling the Securities to such investor. The purpose of this Questionnaire is to assure the Company that each investor will meet the applicable suitability requirements. The information supplied by you will be used in determining whether you meet such criteria, and reliance upon the private offering exemptions from registration is based in part on the information herein supplied.

This Questionnaire does not constitute an offer to sell or a solicitation of an offer to buy any security. By signing this Questionnaire, you will be authorizing the Company to provide a completed copy of this Questionnaire to such parties as the Company deems appropriate in order to ensure that the offer and sale of the Securities will not result in a violation of the Securities Act or the securities laws of any state and that you otherwise satisfy the suitability standards applicable to purchasers of the Securities. All potential investors must answer all applicable questions and complete, date and sign this Questionnaire. Please print or type your responses and attach additional sheets of paper if necessary to complete your answers to any item.

PART A. BACKGROUND INFORMATION

1. Name of Potential Investor: _____

2. Business Address: _____

3. Telephone Number: _____

4. If a corporation, partnership, limited liability company, trust or other entity:

    a. Type of entity: _____

    b. State of formation: _____

    c. Approximate Date of formation: _____

    d. Telephone Number: _____

    e. Email: _____

    f. Social Security or Taxpayer Identification No.: _____

g. Were you formed for the purpose of investing in the securities being offered? Yes___ No___

5. If an individual:

a. Residence Address: _____

b. Telephone Number: _____

c. Email: _____

d. Age: _____

e. Country of citizenship: _____

f. Set forth in the space provided below the state(s), if any, in the United States in which you maintained your residence during the past two years and the dates during which you resided in each state:

_____
_____

g. Are you a director or executive officer of the Company? Yes___ No___

h. Social Security or Taxpayer Identification No.: _____

PART B. ACCREDITED INVESTOR QUESTIONNAIRE

Please check the categories applicable to you indicating the basis upon which you qualify as an "accredited investor" for purposes of the Securities Act and Regulation D thereunder.

_____ *INDIVIDUAL WITH $200,000 INDIVIDUAL ANNUAL INCOME*. I am a natural person and had an individual income in excess of $200,000 in each of the two most recent years and have a reasonable expectation of reaching the same income level in the current year. For these purposes, "income" means annual adjusted gross income, as reported for federal income tax purposes, plus (i) the amount of any tax-exempt interest income received; (ii) the amount of losses claimed as a limited partner in a limited partnership; (iii) any deduction claimed for depletion; (iv) amounts contributed to an IRA or Keogh retirement plan; (v) alimony paid; and (vi) any amount by which income from long-term capital gains has been reduced in arriving at adjusted gross income pursuant to the provisions of Section 1202 of the Internal Revenue Code of 1986, as amended.

_____ *INDIVIDUAL WITH $300,000 JOINT ANNUAL INCOME*. I am a natural person and had a joint income with my spouse or spousal equivalent in excess of $300,000 in each of the two most recent years and have a reasonable expectation of reaching the same income level in the current year. For these purposes, "income" has the same meaning as set forth in the preceding paragraph.

_____ *INDIVIDUAL WITH NET WORTH IN EXCESS OF $1,000,000*. I am a natural person and have an individual net worth on the date hereof (or joint net worth with my spouse or spousal equivalent) in excess of $1,000,000. For these purposes, "net worth" means the excess of total assets at fair market value (including personal and real property, but excluding the estimated fair market value of a person's primary home) over total liabilities. Total liabilities excludes any mortgage on the primary home in an amount of up to the home's estimated fair market value as long as the mortgage was incurred more than 60 days before the securities offered are purchased, but includes (i) any mortgage amount in excess of the home's fair market value and (ii) any mortgage amount that was borrowed during the 60-day period before the closing date for the sale of the securities offered for the purpose of investing in the securities offered.

_____ *EXECUTIVE OFFICER OR DIRECTOR*. I am a natural person and am a director or executive officer of the Company. For these purposes, "executive officer" means the president, any vice president in charge of a principal business unit, division or function (such as sales, administration or finance), any other officer who performs a policy making function.

_____ *LICENSED SECURITIES PROFESSIONAL*. I hold one of the following licenses in good standing: General Securities Representative license (Series 7), the Private Securities Offerings Representative license (Series 82), or the Investment Adviser Representative license (Series 65).

_____ *CORPORATIONS, PARTNERSHIPS OR LIMITED LIABILITY COMPANIES*. A corporation, Massachusetts or similar business trust, partnership or limited liability company, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of $5,000,000.

_____ *REVOCABLE TRUSTS*. A trust that is revocable by its grantors and each of whose grantors is an accredited investor. (If this category is checked, please also check the additional category or categories under which the grantor qualifies as an accredited investor).

_____ *IRREVOCABLE TRUSTS*. A trust, with total assets in excess of $5,000,000, that is not revocable by its grantors and not formed for the specified purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as defined in Rule 506(b)(2)(ii) promulgated under the Securities Act.

_____ *FAMILY OFFICE*. A "family office," as defined in rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940 (17 CFR 275.202(a)(11)(G)-1): (A) with assets under management in excess of $5,000,000, (B) that is not formed for the specific purpose of acquiring the securities offered, and (C) whose prospective investment is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment.

_____ *FAMILY CLIENT*. A "family client," as defined in rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940 (17 CFR 275.202(a)(11)(G)-1)), of a family office

meeting the requirements in the preceding paragraph and whose prospective investment in the issuer is directed by such family office pursuant to the preceding paragraph.

_____ *IRA OR SIMILAR BENEFIT PLAN*. An IRA, Keogh or similar benefit plan that covers a natural person who is an accredited investor. (If this category is checked, please also check the additional category or categories under which the natural person covered by the IRA or plan qualifies as an accredited investor).

_____ *EMPLOYEE BENEFIT PLAN*. An employee benefit plan within the meaning of Title I of the Employee Retirement Income Security Act of 1974, provided that the investment decision is made by a plan fiduciary, as defined in section 3(21) of such act, and the plan fiduciary is either a bank, savings and loan association, insurance company or registered investment adviser or provided that the employee benefit plan has total assets in excess of $5,000,000 or, if a self-directed plan, the investment decisions are made solely by persons that are accredited investors (if a self-directed plan with more than one investment account, (1) each participant must maintain a separate investment account within the plan and (2) the funds of the separate investment accounts within the plan must not be commingled).

_____ *GOVERNMENT BENEFIT PLAN*. A plan established and maintained by a state or its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, with total assets in excess of $5,000,000.

_____ *NON-PROFIT ENTITY*. An organization described in section 501(c)(3) of the Internal Revenue Code not formed for the specific purpose of acquiring the securities offered, with total assets in excess of $5,000,000.

_____ *OTHER ENTITY*. An entity, of a type not listed above, not formed for the specific purpose of acquiring the securities offered, owning investments in excess of $5,000,000.

_____ *OTHER INSTITUTIONAL INVESTOR*. Check the one that applies:

_____ a bank as defined in section 3(a)(2) of the Securities Act, or a savings and loan association or other institution as defined in section 3(a)(5)(A) of the Securities Act, whether acting in an individual or fiduciary capacity;

_____ a broker or dealer registered pursuant to section 15 of the Securities Exchange Act of 1934, as amended;

_____ an investment adviser company registered pursuant to section 203 of the Investment Advisers Act of 1940 or registered pursuant to the laws of a state;

_____ an investment adviser relying on the exemption from registering with the Commission under section 203(l) or (m) of the Investment Advisers Act of 1940;

_____ an insurance company as defined in section 2(a)(13) of the Securities Act;

_____ an investment company registered under the Investment Company Act of 1940;

_____ a business development company as defined in section 2(a)(48) of the Investment Company Act of 1940;

_____ a Small Business Investment Company licensed by the U.S. Small Business Administration under section 301(c) or (d) of the Small Business Investment Act of 1958;

_____ a Rural Business Investment Company as defined in section 384A of the Consolidated Farm and Rural Development Act; or

_____ a private business development company as defined in section 202(a)(22) of the Investment Advisers Act of 1940.

_____ *ENTITY OWNED ENTIRELY BY ACCREDITED INVESTORS.* An entity in which all of the equity owners qualify as accredited investors. (If this category is checked, please also check the additional category or categories under which each equity owner qualifies as an accredited investor).

PART C. BAD ACTOR QUESTIONNAIRE

If your answer to a question is "Yes," please attach a page with the details surrounding such answer.

1. Have you been convicted in a criminal proceeding, or are you a named subject of a criminal proceeding which is presently pending (excluding traffic violations and other minor offenses) including, but not limited to, any felony or misdemeanor (i) in connection with the purchase or sale of any security; (ii) involving the making of any false filing with the U.S. Securities and Exchange Commission (the "SEC"), or (iii) arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment advisor or paid solicitor of purchasers of securities?

Yes___ No___

2. Are you subject to any order, judgment or decree entered into within the past five years that restrains or enjoins you from engaging or continuing to engage in any conduct or practice: (i) in connection with the purchase or sale of any security, (ii) involving the making of any false filing with the SEC; or (iii) arising out of the conduct of the business of an underwriter, broker, dealer or municipal securities dealer, investment advisor or paid solicitor of purchasers of securities?

Yes___ No___

3. Are you subject to a final order of a state securities commission (or an agency or officer of a state performing like functions); a state authority that supervises or examines banks, savings associations, or credit unions; a state insurance commission (or an agency or officer of a state performing like functions); an appropriate federal banking agency; the Commodity Futures Trading Commission; or the National Credit Union Administration that (i) on the date hereof, bars you from association with an entity regulated by such commission, authority, agency or officer, engaging in the business of securities, insurance or banking, or engaging in savings

association or credit union activities, or (b) constitutes a final order, entered within ten years of the date hereof, that is based on a violation of any law or regulation that prohibits fraudulent, manipulative, or deceptive conduct?

A "final order" is a written directive or declaratory statement issued by any of the regulators listed in this Question 4 under applicable statutory authority that provides for notice and an opportunity for a hearing, which constitutes a final disposition or action by that regulator.

Yes___ No___

4. Are you subject to an order of the SEC entered pursuant to Section 15(b) or 15B(c) of the Securities Exchange Act of 1934 (the “Exchange Act”) or Section 203(e) or (f) of the Investment Advisers Act of 1940 that (i) suspends or revokes your registration as a broker, dealer, municipal securities dealer or investment adviser; (ii) places limitations on your activities, functions or operations; or (iii) bars you from being associated with any entity or from participating in the offering of any penny stock?

Yes___ No___

5. Are you subject to any order of the SEC entered within five years that orders you to cease and desist from committing or causing a violation or future violation of (i) any scienter-based anti-fraud provision of the federal securities laws, including without limitation Section 17(a)(1) of the Securities Act, Section 10(b) of the Exchange Act and Rule 10b-5, Section 15(c)(1) of the Exchange Act and Section 206(1) of the Investment Advisers Act of 1940, or any other rule or regulation thereunder; or (ii) Section 5 of the Securities Act?

Yes___ No___

6. Have you ever been suspended or expelled from membership in, or suspended or barred from association with a member of, a registered national securities exchange or a registered national or affiliated securities association for any act or omission to act constituting conduct inconsistent with just and equitable principles of trade?

Yes___ No___

7. Are you the subject of an investigation or proceeding to determine whether a stop order or suspension order should be issued in connection with any registration statement or Regulation A offering statement filed with the SEC?

Yes___ No___

8. Have you filed (as a registrant or issuer), or were or were named as an underwriter in, any registration statement or Regulation A offering statement filed with the SEC that, within the past five years, was the subject of a refusal order, stop order, or order suspending the Regulation A exemption?

Yes___ No___

9. Are you subject to a United States Postal Service false representation order entered within five years of the date hereof, or are you, on the date hereof, subject to a temporary restraining

order or preliminary injunction with respect to conduct alleged by the United States Postal Service to constitute a scheme or device for obtaining money or property through the mail by means of false representations?

Yes___ No___

SIGNATURE

The foregoing answers are correctly and fully stated to the best of my knowledge, information and belief after a reasonable investigation.

Date: _____

If the prospective investor is an individual:

Signature: _____

Name:

If the prospective investor is an entity:

By: _____

Name:
Title:

Additional signature block (if required):

_____

Name:
Title:

Exhibit C - Form of Warrant Agreement

[circulated separately]|

Exhibit 99.5

WARRANT AGREEMENT

This WARRANT AGREEMENT (this "Agreement") is made and entered into as of January 31, 2022 by and among Centogene N.V., a public company with limited liability (*naamloze vennootschap*) incorporated under the laws of the Netherlands (the "Company"), and the Investors identified on Schedule 1 attached hereto (each an "Investor" and collectively the "Investors").

RECITALS

A. The parties hereto have entered into a Securities Purchase Agreement dated the date of this Agreement (the "Securities Purchase Agreement") relating to the purchase by the Investors of common shares in the capital of the Company, nominal value €0.12 per share ("Common Shares").

B. As an inducement for the Investors to enter into the Securities Purchase Agreement, the Company has agreed to issue the Warrants (as defined below) to the respective Investors upon the terms and subject to the conditions stated in this Agreement.

In consideration of the mutual promises made herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. For the purposes of this Agreement, capitalized terms and expressions shall have the meanings attributed to them in the Securities Purchase Agreement, unless otherwise defined herein as set forth below:

"Exercise Notice" means a notice to exercise one or more Warrants, substantially in the form of the template attached as Exhibit A attached hereto.

"Exercise Price" means an exercise price per Warrant equal to USD 7.72.

"Maturity Date" means December 31, 2026.

"Warrant Holder" means a holder of one or more Warrants.

"Warrant Shares" means the Common Shares issuable to a Warrant Holder upon the exercise by such Warrant Holder of one or more of its Warrants in accordance with the terms of this Agreement.

"Warrants" means the warrants exercisable for Common Shares subject to the terms of this Agreement.

2. Warrants.

2.1. The Company hereby grants to each Investor the number of Warrants specified opposite each such Investor's name in Schedule 1 attached hereto and each Investor hereby accepts the same from the Company.

2.2. The Warrants shall not be transferable except with the prior written consent of the Company. However, provided that (i) each Investor may transfer, without the prior written consent of the Company, one or more of its Warrants to any of its Affiliates, provided that any rights arising from such Warrants may only be exercised by such Affiliate after the Company has received written notice of such transfer from the Investor, and (ii) in case prior to the Maturity Date an Investor has given written notice to the Company and the other Investors that it waives its right to exercise all or part of it Warrants, the other Investors shall be entitled to exercise an additional number of Warrants (on a pro-rata basis) equal to the number of Warrants waived by such Investor on the terms and conditions of this Agreement.

2.3. In the event of a variation of the composition of the Company's issued share capital, including as a result of a share split, a reverse share split, a redenomination of the nominal value of any Common Shares or a stock dividend (but excluding issuances of Common Shares for valuable consideration), the Company shall concurrently adjust all unexercised Warrants to reflect such variation equitably by adjusting the Exercise Price and/or the number of underlying Warrant Shares per Warrant to the extent relevant.

2.4. Any Warrants that have not been exercised in accordance with the terms of this Agreement on or prior to the Maturity Date shall expire and become null and void without any form of compensation by the Company.

3. Exercise.

3.1. Warrants may be exercised at any time on or prior to the Maturity Date. Warrants may be exercised in one or more tranches. A Warrant may only be exercised by the Warrant Holder recorded as holding such Warrant in the Company's records.

3.2. A Warrant Holder may exercise its Warrants, in whole or in part, by delivering a duly executed Exercise Notice to the Company, specifying the number of Warrants being exercised by it together with the aggregate Exercise Price for such Warrants as contemplated by Section 3.3.

3.3. Upon the exercise of one or more Warrants by a Warrant Holder, that Warrant Holder shall pay an amount equal to the Exercise Price multiplied by the number of Warrants so exercised in cash via wire transfer of immediately available funds into the Company's bank account, immediately upon the Warrants being exercised. The Company hereby irrevocably consents to payment of the Exercise Price in a currency other than the Euro.

3.4. An Exercise Notice, once issued, shall be irrevocable and shall constitute a binding agreement between the relevant Warrant Holder and the Company, enforceable in accordance with its terms.

3.5. When one or more Warrants are exercised by a Warrant Holder in accordance with the terms of this Agreement, the relevant number of Warrant Shares underlying those Warrants shall be issued by the Company to such Warrant Holder within three (3) Business Days following the receipt by the Company of the duly executed Exercise Notice and the payment of the relevant Exercise Price for such Warrants into the Company's bank account. The Company shall cause all Warrant Shares to be recorded in the registers of the Transfer Agent in book entry form promptly after their issuance.

4. Representations and Warranties of the Company. Without prejudice to the representations and warranties given by the Company in the Securities Purchase Agreement and except as otherwise expressly contemplated by the SEC Filings, which qualify these representations and warranties in their entirety, as of the date hereof and on each date when Warrant Shares are issued:

4.1. Organization, Good Standing and Qualification. The Company is an entity duly incorporated and validly existing as a public company with limited liability (*naamloze vennootschap*) under the laws of the Netherlands, with the requisite corporate power and authority to own or lease and use its properties and assets, to execute and deliver this Agreement, to carry out the provisions of this Agreement, to grant the Warrants and to issue the Warrant Shares and to carry on its business as presently conducted as described in the SEC Filings. Each of the Company's Subsidiaries required to be disclosed pursuant to Item 19, Instruction 8 in an exhibit to its annual report on Form 20-F filed with the SEC for the year ended December 31, 2020 (the "Subsidiaries") is an entity duly incorporated or otherwise organized, validly existing and in good standing (to the extent such concept exists in the relevant jurisdiction) under the laws of the jurisdiction of its incorporation or organization, as applicable, and has all requisite power and authority to carry on its business to own and use its properties. Neither the Company nor any of its Subsidiaries is in violation or default in any material respect of any of the provisions of its respective articles of association, charter, certificate of incorporation, bylaws, limited partnership agreement or other organizational or constitutive documents. Each of the Company and its Subsidiaries is duly qualified to do business as a foreign entity and is in good standing (to the extent such concept exists in the relevant jurisdiction) in each jurisdiction in which the conduct of its business or its ownership or leasing of property makes such qualification necessary, except to the extent any failure to so qualify has not had and would not reasonably be expected to have a Material Adverse Effect.

4.2. Authorization. The Company has the requisite corporate power and authority and has taken all requisite corporate action necessary for, and no further action on the part of the Company, its officers, managing directors, supervisory directors and shareholders is necessary for, (i) the authorization, execution and delivery of this Agreement, (ii) the authorization of the performance of all obligations of the Company hereunder or thereunder, and (iii) the granting of the Warrants and the issuance of the Warrant Shares. This Agreement, upon execution and delivery by the Company, assuming due authorization, execution and delivery by the Investors, constitute valid and binding obligations of the Company enforceable in accordance with their terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application affecting enforcement of creditors' rights, (b) general principles of equity that restrict the availability of equitable remedies and (c) to the extent that the enforceability of indemnification provisions may be limited by applicable laws.

4.3. Valid Issuance. The Warrants are duly and validly granted, free and clear of all encumbrances and restrictions (other than those created by the relevant Warrant Holder), except for restrictions on transfer set forth in the Registration Rights Agreement or imposed by applicable law. Upon the issuance of Warrant Shares pursuant to an exercise of one or more Warrants in accordance with the terms of this Agreement, such Warrant Shares will be duly and validly issued, free and clear of all encumbrances and restrictions (other than those created by the relevant Warrant Holder), except for restrictions on transfer set forth in the Registration Rights Agreement or imposed by applicable law. Upon the issuance of Warrant Shares, when paid for pursuant to this Agreement, such Warrant Shares will be fully paid and non-assessable.

4.4. Consents. The grant and issuance of the Warrants and the Warrant Shares by the Company hereunder require no consent of, action by or in respect of, or filing with, any Person, governmental body, agency, or official other than filings that have been made pursuant to applicable U.S. state securities laws and post-sale filings pursuant to applicable U.S. state and federal securities laws and the rules and regulations of Nasdaq, which the Company undertakes to file within the applicable time periods.

4.5. No Conflict, Breach, Violation or Default. The grant and issuance of the Warrants and the Warrant Shares in accordance with the provisions hereof will not conflict with or result in a breach or violation of (i) any of the terms and provisions of, or constitute a default under, the Company's Articles of Association as in effect on the date hereof, or (ii) assuming the accuracy of the representations and warranties in Section 5, any applicable statute, rule, regulation or order of any governmental agency or body or any court, domestic or foreign, having jurisdiction over the Company or its Subsidiaries, or any of their assets or properties.

4.6. No Directed Selling Efforts or General Solicitation. Neither the Company nor any of its Subsidiaries nor any Person acting on its behalf has conducted any general solicitation or general advertising (as those terms are used in Regulation D) in connection with the offer, grant or issuance any of the Warrants or Warrant Shares.

4.7. No Integrated Offering. Neither the Company nor any of its Subsidiaries nor any Person acting on its behalf has, directly or indirectly, made any offers or sales of any security of the Company or solicited any offers to buy any security of the Company, under circumstances that would adversely affect reliance by the Company on Section 4(a)(2) for the exemption from registration for the transactions contemplated hereby or would require registration of the Shares under the 1933 Act.

4.8. Minimum Consolidated Cash. At 31 December 2021, the Company's consolidated balance sheet showed an adjusted cash balance at a normal working capital level (including (i) EUR 1,400,000 cash-in-transit and (ii) EUR 6,800,000 accounts receivable) of at least EUR 15,000,000. Such cash balance does not comprise cash that is subject to regulatory, exchange control or tax constraints, such that it cannot be accessed by the Company or its Subsidiaries within thirty (30) calendar days (i.e., trapped cash).

4.9. No Filing or Stamp Taxes. There are no transfer, sales, use, stamp, registration and/or any other documentary taxes due or payable in Germany, the United States or

the Netherlands by the Company or any of the Investors in respect of the granting of the Warrants or the issuance of the Warrant Shares under applicable laws.

5. Representations and Warranties of the Investors. Without prejudice to the representations and warranties given by the Investors in the Securities Purchase Agreement, each of the Investors hereby, severally and not jointly, represents and warrants to the Company as of the date hereof and on each date when Warrant Shares are issued to such Investor that:

5.1. Purchase Entirely for Own Account. The Warrants and Warrant Shares to be received by such Investor hereunder will be acquired for such Investor's own account, not as nominee or agent, and not with a view to the resale or distribution of any part thereof in violation of the 1933 Act, and such Investor has no present intention of selling, granting any participation in, or otherwise distributing the same in violation of the 1933 Act without prejudice, however, to such Investor's right at all times to sell or otherwise dispose of all or any part of such Warrant Shares in compliance with applicable federal and state securities laws. Nothing contained herein shall be deemed a representation or warranty by Investor to hold the Warrant Shares received by it for any period of time. Such Investor is not a broker-dealer registered with the SEC under the 1934 Act or an entity engaged in a business that would require it to be so registered.

5.2. Investment Experience. Such Investor acknowledges that it can bear the economic risk and complete loss of its investment in the Warrants and the Warrant Shares and has such knowledge and experience in financial or business matters that it is capable of evaluating the merits and risks of the investment contemplated hereby.

5.3. Restricted Securities. Such Investor understands that any Warrant Shares issued pursuant to an exercise of Warrants are characterized as "restricted securities" under the U.S. federal securities laws inasmuch as they are being acquired from the Company in a transaction not involving a public offering and that under such laws and applicable regulations such securities may be resold without registration under the 1933 Act only in certain limited circumstances.

5.4. Legends. It is understood that, except as provided below, certificates and book entries evidencing any Warrants and any Warrant Shares may bear the following or any similar legend:

> "THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED WITH THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND, ACCORDINGLY, MAY NOT BE TRANSFERRED UNLESS (I) SUCH SECURITIES HAVE BEEN REGISTERED FOR SALE PURSUANT TO THE SECURITIES ACT OF 1933, AS AMENDED, (II) SUCH SECURITIES MAY BE SOLD PURSUANT TO RULE 144, OR (III) THE COMPANY HAS RECEIVED AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO IT THAT SUCH TRANSFER MAY LAWFULLY BE MADE WITHOUT REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS

AMENDED. THESE SECURITIES ARE SUBJECT TO TRANSFER AND OTHER RESTRICTIONS SET FORTH IN A WARRANT AGREEMENT, DATED JANUARY 31, 2022, A COPY OF WHICH IS ON FILE WITH THE COMPANY. NOTWITHSTANDING THE FOREGOING, THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES."

If required by the authorities of any U.S. state in connection with the issuance of the Warrant Shares, the legend required by such state authority.

5.5. Accredited Investor. At the time such Investor was offered the Warrants it was and, as of the date of the exercise of such Warrants, such Investor is an "accredited investor" within the meaning of Rule 501 under the 1933 Act. Such investor is a sophisticated institutional investor with sufficient knowledge, sophistication and experience in business, including transactions involving private placements in public equity, to properly evaluate the risks and merits of its purchase of the Shares. Such Investor has determined based on its own independent review and such professional advice as it deems appropriate that its purchase of the Warrants and, upon the exercise of Warrants, Warrant Shares and participation in the transactions contemplated by this Agreement (i) are fully consistent with its financial needs, objectives and condition, (ii) comply and are fully consistent with all investment policies, guidelines and other restrictions applicable to such Investor, (iii) have been duly authorized and approved by all necessary action, (iv) do not and will not violate or constitute a default under such Investor's charter, bylaws or other constituent document or under any law, rule, regulation, agreement or other obligation by which such Investor is bound and (v) are a fit, proper and suitable investment for such Investor, notwithstanding the substantial risks inherent in investing in or holding the Warrants or the Warrant Shares.

5.6. No General Solicitation. Such Investor did not learn of the investment in the Warrants and the Warrant Shares as a result of any general solicitation or general advertising.

5.7. No Government Recommendation or Approval. Such Investor understands that no U.S. federal or state agency, or similar agency of any other country, has reviewed, approved, passed upon, or made any recommendation or endorsement of the Company or the grant or issuance of the Warrants and the Warrant Shares.

5.8. No Intent to Effect a Change of Control. Such Investor has no present intent to effect a "change of control" of the Company as such term is understood under the rules promulgated pursuant to Section 13(d) of the 1934 Act and under the rules of Nasdaq.

5.9. No Rule 506 Disqualifying Activities. Such Investor has not taken any of the actions set forth in, and is not subject to, the disqualification provisions of Rule 506(d)(1) of the 1933 Act.

The Company acknowledges and agrees that the representations contained in this Section 5 shall not modify, amend or affect such Investor's right to rely on the Company's representations

and warranties contained in this Agreement or any representations and warranties contained in any other Transaction Document or any other document or instrument executed and/or delivered in connection with this Agreement or the consummation of the transactions contemplated hereby.

6. Survival and Indemnification.

6.1. Survival. The representations, warranties, covenants, and agreements contained in this Agreement shall survive the Closing for a period of three hundred sixty five (365) days after the Maturity Date and thereafter shall have no further force and effect.

6.2. Indemnification by the Company. The Company agrees to indemnify and hold harmless each of the Investors against any losses, claims, damages, liabilities or expenses, joint or several, to which such Investor may become subject (including in settlement of any litigation, if such settlement is effected with the written consent of the Company), insofar as such losses, claims, damages, liabilities or expenses (or actions in respect thereof as contemplated below) arise out of or are based in whole or in part on the inaccuracy in the representations and warranties of the Company contained in this Agreement or the failure of the Company to perform its obligations hereunder, and will reimburse each Investor for legal and other documented expenses reasonably incurred by such Investor in connection with investigating, defending, settling, compromising or paying such loss, claim, damage, liability, expense or action; provided, however, that the Company will not be liable in any such case to the extent that any such loss, claim, damage, liability or expense arises out of or is based upon (i) the failure of such Investor to comply with the covenants and agreements contained herein, or (ii) the inaccuracy of any representations made by such Investor herein; provided further, that the Company's liability under this Section 6.2 towards an Investor shall never exceed the Subscription Amount payable by the relevant Investor pursuant to this Agreement.

6.3. Indemnification by Investors. Each Investor shall severally, and not jointly, indemnify and hold harmless the Company against any losses, claims, damages, liabilities or expenses to which the Company may become subject, insofar as such losses, claims, damages, liabilities or expenses (or actions in respect thereof as contemplated below) arise out of or are based upon (i) any failure by such Investor to comply with the covenants and agreements contained herein or (ii) the inaccuracy of any representation made by such Investor herein, and will reimburse the Company for any legal and other documented expense reasonably incurred, as such expenses are reasonably incurred by the Company in connection with investigating, defending, settling, compromising or paying any such loss, claim, damage, liability, expense or action, provided, however, that the foregoing indemnity shall not apply to any damages which resulted from a breach of any of the Company's representations, warranties, covenants or agreements contained in this Agreement or other Transaction Documents; provided further, that an Investor's liability under this Section 6.3 towards the Company shall never exceed the Subscription Amount payable by that Investor pursuant to this Agreement.

6.4. Indemnification Procedure**.** Promptly after any Investor or the Company (hereinafter, the "Indemnified Party") has received notice of any indemnifiable claim hereunder, or the commencement of any action, suit or proceeding by a third Person, which the Indemnified Party believes in good faith is an indemnifiable claim under this Agreement, the Indemnified Party shall give the indemnitor hereunder (the "Indemnifying Party") written notice of such claim or the

commencement of such action, suit or proceeding, but failure to so notify the Indemnifying Party will not relieve the Indemnifying Party from any liability it may have to such Indemnified Party hereunder except to the extent that the Indemnifying Party is materially prejudiced by such failure. Such notice shall state the nature and the basis of such claim to the extent then known. The Indemnifying Party shall have the right to defend and settle, at its own expense and by its own counsel who shall be reasonably acceptable to the Indemnified Party, any such matter as long as the Indemnifying Party pursues the same diligently and in good faith. If the Indemnifying Party undertakes to defend or settle, it shall promptly notify the Indemnified Party of its intention to do so, and the Indemnified Party shall cooperate with the Indemnifying Party and its counsel in all commercially reasonable respects in the defense thereof and the settlement thereof. Such cooperation shall include, but shall not be limited to, furnishing the Indemnifying Party with any books, records and other information reasonably requested by the Indemnifying Party and in the Indemnified Party's possession or control. Such cooperation of the Indemnified Party shall be at the cost of the Indemnifying Party. After the Indemnifying Party has notified the Indemnified Party of its intention to undertake to defend or settle any such asserted liability, and for so long as the Indemnifying Party diligently pursues such defense, the Indemnifying Party shall not be liable for any additional legal expenses incurred by the Indemnified Party in connection with any defense or settlement of such asserted liability; provided, however, that the Indemnified Party shall be entitled (a) at its expense, to participate in the defense of such asserted liability and the negotiations of the settlement thereof and (b) if (i) the Indemnifying Party has failed to assume the defense or employ counsel reasonably acceptable to the Indemnified Party or (ii) if the defendants in any such action include both the Indemnified Party and the Indemnifying Party and counsel to the Indemnified Party shall have concluded that there may be reasonable defenses available to the Indemnified Party that are different from or in addition to those available to the Indemnifying Party or if the interests of the Indemnified Party reasonably may be deemed to conflict with the interests of the Indemnifying Party, then the Indemnified Party shall have the right to select a separate counsel and to assume such legal defense and otherwise to participate in the defense of such action, with the expenses and fees of such separate counsel and other expenses related to such participation to be reimbursed by the Indemnifying Party as incurred. Notwithstanding any other provision of this Agreement, the Indemnifying Party shall not settle any indemnified claim without the consent of the Indemnified Party, unless the settlement thereof imposes no liability or obligation on, and includes a complete release from liability of, and does not include any admission of wrongdoing or malfeasance by, the Indemnified Party.

7. Miscellaneous.

7.1. Successors and Assigns. Subject to Section 2.2, this Agreement may not be assigned by a party hereto without the prior written consent of the Company or the Investors. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective permitted successors and assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective permitted successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

7.2. Counterparts; Faxes; E-mail. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall

constitute one and the same instrument. This Agreement may also be executed via facsimile or e-mail, which shall be deemed an original.

7.3. Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

7.4. Notices. All notices and other communications under this Agreement must be in writing and are deemed duly delivered when (a) delivered if delivered personally or by nationally recognized overnight courier service (costs prepaid), (b) sent by email, or (c) received or rejected by the addressee, if sent by registered mail, return receipt requested; in each case to the following addresses or email addresses and marked to the attention of the individual (by name or title) designated below (or to such other address, email address or individual as a party may designate by notice to the other parties):

If to the Company:

Centogene N.V.
Am Strande 7
18055 Rostock
Germany
Attention: Rene Just, Chief Financial Officer
Email: rene.just@centogene.com

With a copy (which will not constitute notice) to:

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

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

and

If to the Investors:

to the addresses as on file with the Company from time to time.

7.5. Expenses. All costs and expenses associated with the consummation of the transactions contemplated hereby shall be borne by the Company, provided that the Company

and each Investor shall bear the costs and expenses of its own legal, financial and other advisors engaged by it.

7.6. Amendments and Waivers. Any term of this Agreement may be amended or terminated and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the written consent of the Company and each Investor.

7.7. Publicity. Except as set forth below, no public release or announcement concerning the transactions contemplated hereby shall be issued by the Investors without the prior written consent of the Company, except as such release or announcement may be required by law or the applicable rules or regulations of any securities exchange or securities market, in which case the relevant Investor(s), to the extent reasonably practicable in the circumstances, shall allow the Company reasonable time to comment on such release or announcement in advance of such issuance.

7.8. Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof but shall be interpreted as if it were written so as to be enforceable to the maximum extent permitted by applicable law, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, the parties hereby waive any provision of law which renders any provision hereof prohibited or unenforceable in any respect.

7.9. Entire Agreement. This Agreement, including the signature pages, exhibits attached hereto, and the other Transaction Documents constitute the entire agreement among the parties hereof with respect to the subject matter hereof and thereof and supersede all prior agreements and understandings, both oral and written, between the parties with respect to the subject matter hereof and thereof.

7.10. Further Assurances. The parties shall execute and deliver all such further instruments and documents and take all such other actions as may reasonably be required to carry out the transactions contemplated hereby and to evidence the fulfillment of the agreements herein contained.

7.11. No rescission, Nullification or Amendment. The parties hereto waive their rights under Sections 6:228 and 6:265 up to and including 6:272 of the Dutch Civil Code to rescind (*ontbinden*) and/or annul (*vernietigen*), or demand in legal proceedings the rescission (*ontbinding*) and/or annulment (*vernietiging*) in whole or in part of this Agreement, and their rights under Sections 6:230 and 6:258 of the Dutch Civil Code to request in legal proceedings the amendment of this Agreement.

7.12. Governing Law; Jurisdiction. This Agreement shall be exclusively governed by and construed in accordance with Dutch law. Any matter, claim or dispute arising out of or in connection with this Agreement, whether contractual or non-contractual, is to be governed by and determined in accordance with Dutch law. Any dispute arising out of or in connection with

this Agreement, whether contractual or non-contractual, shall be exclusively submitted to the jurisdiction of the competent court in Amsterdam, the Netherlands.

(signature pages follow)

/s/ Rene Just

Centogene N.V.
Name : R. Just
Title : managing director

/s/ H.V. Weckesser

Centogene N.V.
Name: H.V. Weckesser
Title : managing director

/s/ Guido Prehn

DPE Deutschland II A GmbH & Co. KG
Name : Guido Prehn
Title : managing director

/s/ Guido Prehn

DPE Deutschland II B GmbH & Co. KG
Name : Guido Prehn
Title : managing director

TVM Life Science Innovation II SCSp

/s/ Monica Morsch

Name : Monica Morsch
Title : Class B Manager

/s/ Ganash Lokanathen

Name : Ganash Lokanathen
Title : Class A Manager

/s/ Maxime de Thomaz de Bossierre

CareVentures Fund II S.C.Sp
Name : Maxime de Thomaz de Bossierre
Title : authorised signatory for
Careventures Fund II GP S.à r.l.
acting in its capacity as general partner of Careventures Fund II S.C.Sp

Schedule 1 – Investors and Warrants

Name of Investor	**Number of Warrants**
DPE Deutschland II A GmbH & Co. KG	329,639
DPE Deutschland II B GmbH & Co. KG	172,018
TVM Life Science Innovation II SCSp	447,909
CareVentures Fund II S.C.Sp	394,160
Total	**1,343,727**

Exhibit A - Exercise Notice

To:
Centogene N.V.
c/o Management Board and Supervisory Board

Am Strande 7
8055 Rostock
Germany

From:
[*Warrant Holder*]
[***address***]

[***Date***], [***place***].

Dear Sirs,

Reference is made to the warrant agreement dated January 31, 2022 between the undersigned, Centogene N.V. and certain other investors (the "**Agreement**"). Capitalised words and expressions used below have the meanings ascribed to them in the Agreement.

This is an Exercise Notice relating to the exercise of [***number***] Warrants. The undersigned Warrant Holder hereby irrevocably elects to exercise such Warrants to subscribe for [***number***] of Warrant Shares at the Exercise Price. On the date of this exercise notice, the undersigned Warrant Holder has paid the aggregate Exercise Price for such Warrant Shares by wire transfer to the bank account of the Company.

The undersigned Warrant Holder hereby acknowledges and affirms its representations and warranties as set out in Section 5 of the Agreement as of the date hereof.

Please issue the Warrant Shares in the name of the undersigned Warrant Holder in accordance with the Warrant and this exercise notice.

Yours sincerely,

[*name*]

Exhibit 99.6

LOAN AND SECURITY AGREEMENT

THIS LOAN AND SECURITY AGREEMENT (as the same may from time to time be amended, modified, supplemented or restated, this "**Agreement**") dated as of January 31, 2022 (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 hereto 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**" or "**US Borrower**", and together with Parent, Centogene Germany and Centosafe, individually and collectively, jointly and severally, "**Borrower**"), provides the terms on which the Lenders shall lend to Borrower and Borrower shall repay the Lenders. The parties agree as follows:

1. ACCOUNTING AND OTHER TERMS

1.1 Accounting terms not defined in this Agreement shall be construed in accordance with IFRS. Calculations and determinations must be made in accordance with IFRS. Capitalized terms not otherwise defined in this Agreement shall have the meanings set forth in Section 13. All other terms contained in this Agreement, unless otherwise indicated, shall have the meaning provided by the Code to the extent such terms are defined therein. All references to "**Dollars**" or "**$**" are United States Dollars, unless otherwise noted.

2. LOANS AND TERMS OF PAYMENT

2.1 Promise to Pay. Borrower hereby unconditionally promises to pay each Lender, the outstanding principal amount of all Term Loans advanced to Borrower by such Lender and accrued and unpaid interest thereon and any other amounts due hereunder as and when due in accordance with this Agreement.

2.2 Term Loans.

(a) Availability.

(i) Subject to the terms and conditions of this Agreement, the Lenders agree, severally and not jointly, to make term loans to Borrower on the Effective Date in an aggregate amount of Twenty-Five Million Dollars ($25,000,000.00) and disbursed in a single advance according to each Lender's Term A Loan Commitment as set forth on Schedule 1.1 hereto (such term loans are hereinafter referred to singly as a "**Term A Loan**", and collectively as the "**Term A Loans**"). After repayment, no Term A Loan may be re-borrowed.

(ii) Subject to the terms and conditions of this Agreement, the Lenders agree, severally and not jointly, during the Term B Draw Period, to make term loans to Borrower in an aggregate amount of Twenty Million Dollars ($20,000,000.00) and disbursed in a single advance according to each Lender's Term B Loan Commitment as set forth on Schedule 1.1 hereto (such term loans are hereinafter referred to singly as a "**Term B Loan**", and collectively as the "**Term B Loans**"; each Term A Loan or Term B Loan is hereinafter referred to singly as a "**Term Loan**" and the Term A Loans and the Term B Loans are hereinafter referred to collectively as the "**Term Loans**"). After repayment, no Term B Loan may be re-borrowed.

(b) Repayment. Borrower shall make monthly payments of interest only commencing on the first (1st) Payment Date following the Funding Date of each Term Loan, and continuing on the Payment Date of each successive month thereafter through and including the Payment Date immediately preceding the Amortization Date. Borrower agrees to pay, on the Funding Date of each Term Loan, any initial partial monthly interest payment otherwise due for the period between the Funding Date of such Term Loan and the first Payment Date thereof. Commencing on the Amortization Date, and continuing on the Payment Date of each month thereafter, Borrower shall make consecutive equal monthly payments of principal, together with applicable interest, in arrears, to each Lender, as calculated by Collateral Agent (which calculations shall be deemed correct absent manifest error) based upon: (1) the amount of such Lender's Term Loan, (2) the effective rate of interest, as determined in Section 2.3(a), and (3) a repayment schedule equal to twenty-four (24) months. All unpaid principal and accrued and unpaid interest with respect to each Term Loan is due and payable in full on the Maturity Date. Each Term Loan may only be prepaid in accordance with Sections 2.2(c) and 2.2(d).

(c) Mandatory Prepayments. If the Term Loans are accelerated following the occurrence of an Event of Default, Borrower shall immediately pay to Lenders, payable to each Lender in accordance with its respective Pro Rata Share, an amount equal to the sum of: (i) all outstanding principal of the Term Loans plus accrued and unpaid interest thereon through the prepayment date, (ii) the Final Payment, (iii) the Prepayment Fee, plus (iv) all other Obligations that are due and payable, including Lenders' Expenses and interest at the Default Rate with respect to any past due amounts. Notwithstanding (but without duplication with) the foregoing, on the Maturity Date, if the Final Payment had not previously been paid in full in connection with the prepayment of the Term Loans in full, Borrower shall pay to Collateral Agent, for payment to each Lender in accordance with its respective Pro Rata Share, the Final Payment in respect of the Term Loans.

(d) Permitted Prepayment of Term Loans. Borrower shall have the option to prepay all, but not less than all, of the Term Loans advanced by the Lenders under this Agreement, provided Borrower (i) provides written notice to Collateral Agent of its election to prepay the Term Loans at least fifteen (15) days prior to such prepayment (or such shorter period as the Collateral Agent may consent to in its reasonable discretion), and (ii) pays to the Lenders on the date of such prepayment, payable to each Lender in accordance with its respective Pro Rata Share, an amount equal to the sum of (A) all outstanding principal of the Term Loans plus accrued and unpaid interest thereon through the prepayment date, (B) the Final Payment, (C) the Prepayment Fee, plus (D) all other Obligations that are due and payable, including Lenders' Expenses and interest at the Default Rate with respect to any past due amounts. Any notice of prepayment provided under this Section 2.2(d) may state that it is conditioned upon the occurrence or non-occurrence of any event specified therein (including the effectiveness of other credit facilities), in which case such notice may be revoked or extended by Borrower (by written notice to Collateral Agent on or prior to the specified prepayment date) if such condition is not satisfied.

2.3 Payment of Interest on the Credit Extensions.

(a) Interest Rate. Subject to Section 2.3(b), the principal amount outstanding under the Term Loans shall accrue interest at a floating per annum rate equal to the Basic Rate, determined by Collateral Agent on the Funding Date of the applicable Term Loan and monthly thereafter, which interest shall be payable monthly in arrears in accordance with Sections 2.2(b) and 2.3(e). Interest shall accrue on each Term Loan commencing on, and including, the Funding Date of such Term Loan, and shall accrue on the principal amount outstanding under such Term Loan through and including the day on which such Term Loan is paid in full.

(b) Default Rate. Immediately upon the occurrence and during the continuance of an Event of Default, Obligations shall accrue interest at a floating per annum rate equal to the rate that is otherwise applicable thereto plus five percentage points (5.00%) (the "**Default Rate**"). Payment or acceptance of the increased interest rate provided in this Section 2.3(b) is not a permitted alternative to timely payment and shall not constitute a waiver of any Event of Default or otherwise prejudice or limit any rights or remedies of Collateral Agent.

(c) 360-Day Year. Interest shall be computed on the basis of a three hundred sixty (360) day year, and the actual number of days elapsed.

(d) Debit of Accounts. Collateral Agent and each Lender may debit (or ACH) any deposit accounts, maintained by Borrower or any of its Subsidiaries, including the Designated Deposit Account, for principal

and interest payments or any other amounts Borrower owes Collateral Agent or the Lenders under the Loan Documents when due. Any such debits (or ACH activity) shall not constitute a set-off.

(e) Payments. Except as otherwise expressly provided herein, all payments by Borrower under the Loan Documents shall be made to the respective Lender to which such payments are owed, at such Lender's office in immediately available funds on the date specified herein. Unless otherwise provided, interest is payable monthly on the Payment Date of each month. Payments of principal and/or interest received after 12:00 noon Eastern time are considered received at the opening of business on the next Business Day. When a payment is due on a day that is not a Business Day, the payment is due the next Business Day and additional fees or interest, as applicable, shall continue to accrue until paid. All payments to be made by Borrower hereunder or under any other Loan Document, including payments of principal and interest, and all fees, expenses, indemnities and reimbursements, shall be made without set-off, recoupment or counterclaim, in lawful money of the United States and in immediately available funds.

2.4 Secured Promissory Notes. The Term Loans shall be evidenced by a Secured Promissory Note or Notes in the form attached as Exhibit D hereto (each a "**Secured Promissory Note**"), and shall be repayable as set forth in this Agreement. Borrower irrevocably authorizes each Lender to make or cause to be made, on or about the Funding Date of any Term Loan or at the time of receipt of any payment of principal on such Lender's Secured Promissory Note, an appropriate notation on such Lender's Secured Promissory Note Record reflecting the making of such Term Loan or (as the case may be) the receipt of such payment. The outstanding amount of each Term Loan set forth on such Lender's Secured Promissory Note Record shall be prima facie evidence of the principal amount thereof owing and unpaid to such Lender, but the failure to record, or any error in so recording, any such amount on such Lender's Secured Promissory Note Record shall not limit or otherwise affect the obligations of Borrower under any Secured Promissory Note or any other Loan Document to make payments of principal of or interest on any Secured Promissory Note when due. Upon receipt of an affidavit of an officer of a Lender as to the loss, theft, destruction, or mutilation of its Secured Promissory Note**,** Borrower shall issue, in lieu thereof, a replacement Secured Promissory Note in the same principal amount thereof and of like tenor.

2.5 Fees. Borrower shall pay to Collateral Agent:

(a) Facility Fee. A non-refundable facility fee (the "**Facility Fee**") to be shared between the Lenders pursuant to their respective Commitment Percentages, due and payable as follows: (i) Two Hundred Fifty Thousand Dollars ($250,000.00) shall be fully earned and due and payable on the Effective Date, and (ii) Two Hundred Thousand Dollars ($200,000.00) shall be fully earned and due and payable on the Funding Date of the Term B Loans;

(b) Final Payment. The Final Payment, when due hereunder, to be shared between the Lenders in accordance with their respective Pro Rata Shares;

(c) Prepayment Fee. The Prepayment Fee, when due hereunder, to be shared between the Lenders in accordance with their respective Pro Rata Shares;

(d) Lenders' Expenses. All Lenders' Expenses (including reasonable and documented out-of-pocket attorneys' fees and expenses for documentation and negotiation of this Agreement) incurred through and after the Effective Date, when due; and

(e) Good Faith Deposit. Borrower has paid to Collateral Agent a deposit of One Hundred Thousand Dollars ($100,000.00) (the "**Good Faith Deposit**"), to initiate Collateral Agent's and Lenders' due diligence review and documentation process. The Good Faith Deposit will be used to pay Lenders' Expenses due on the Effective Date; provided, however, Borrower shall be responsible for the entire amount of Lenders' Expenses payable under Section 2.5(d) hereof.

2.6 Withholding. Payments received by the Lenders from Borrower hereunder will be made free and clear of and without deduction for any and all present or future taxes, levies, imposts, duties, deductions, withholdings, assessments, fees or other charges imposed by any governmental authority (including any interest, additions to tax or penalties applicable thereto). Specifically, however, if at any time any Governmental Authority, applicable law, regulation or international agreement requires Borrower to make any withholding or deduction from any such payment

or other sum payable hereunder to the Lenders, Borrower shall be permitted to make such withholding and deduction and hereby covenants and agrees that the amount due from Borrower with respect to such payment or other sum payable hereunder will be increased to the extent necessary to ensure that, after the making of such required withholding or deduction, each Lender receives a net sum equal to the sum which it would have received had no withholding or deduction been required and Borrower shall pay the full amount withheld or deducted to the relevant Governmental Authority. The amount by which a payment is required to be increased pursuant to the prior sentence is referred to hereafter as the "Withholding Tax Indemnity Amount." Borrower will, upon request, furnish the Lenders with proof reasonably satisfactory to the Lenders indicating that Borrower has made such withholding payment; provided, however, that Borrower need not make any withholding payment if the amount or validity of such withholding payment is contested in good faith by appropriate and timely proceedings and as to which payment in full is bonded or reserved against by Borrower. The agreements and obligations of Borrower contained in this Section 2.6 shall survive the termination of this Agreement. On the date of this Agreement, each Lender shall deliver, and upon a Lender Transfer, the applicable successor or assign shall deliver, to Borrower, a complete and properly executed IRS Form W-9 or Form W-8, as applicable or any similar or successor certificate designated by the IRS (a "**Tax Certificate**"). Notwithstanding anything to the contrary in this Section 2.6, so long as no Event of Default has occurred and is continuing, if a Lender fails to deliver a Tax Certificate, Borrower shall not be required to pay the Withholding Tax Indemnity Amount, if any, unless and until Lender delivers the Tax Certificate.

3. CONDITIONS OF LOANS

3.1 Conditions Precedent to Initial Credit Extension. Each Lender's obligation to make a Term A Loan is subject to the condition precedent that Collateral Agent and each Lender shall consent to or shall have received, in form and substance satisfactory to Collateral Agent and each Lender, such documents, and completion of such other matters, as Collateral Agent and each Lender may reasonably deem necessary or appropriate, including, without limitation:

(a) original Loan Documents, including notices required under the Dutch Security Documents and the German Security Documents, each duly executed by Borrower, as applicable;

(b) subject to the Post Closing Letter, a duly executed original Control Agreement with respect to any Collateral Account maintained in the US by Borrower or any of its Subsidiaries which require a Control Agreement pursuant to Section 6.6;

(c) duly executed original Secured Promissory Notes in favor of each Lender according to its Term A Loan Commitment Percentage;

(d) the Operating Documents of Borrower and good standing certificates of the US Borrower certified by the Secretary of State (or equivalent agency) of such Borrower's jurisdiction formation and each jurisdiction in which such Borrower is qualified to conduct business, each as of a date no earlier than thirty (30) days prior to the Effective Date**;**

(e) a copy of a resolution of the board of directors of each of Parent and Centosafe: (i) approving the terms of, and the transactions contemplated by, the Loan Documents to which it is a party and resolving that it execute, deliver and perform the Loan Documents to which it is a party; (ii) authorizing a specified person or persons to execute the Loan Documents to which it is a party on its behalf; and authorizing a specified person or persons, on its behalf, to sign and/or dispatch all documents and notices to be signed and/or dispatched by it under or in connection with the Loan Documents to which it is a party; and

(f) in respect of each of the Parent and Centosafe:

(i) a copy of a resolution of its board of supervisory directors approving its execution and the terms of, and the transactions contemplated by, the Loan Documents to which it is a party;

(ii) if required by law or its Constitutional Documents, a copy of a resolution of its general meeting of shareholders approving its execution and the terms of, and the transactions contemplated by, the Loan Documents to which it is a party; and

(iii) if it is required by law or any arrangement binding on it to obtain works council advice in respect of its or any other person's entry into the Loan Documents, a copy of a positive advice from its (central) works council (and, if such advice is not unconditional, confirmation from the Parent or Centosafe, as applicable, that (i) the conditions set by the works council are and will be complied with and (ii) such compliance does and will not have a Material Adverse Effect);

(g) the Operating Documents of each Subsidiary of Borrower that is not a borrower hereunder;

(h) a completed Perfection Certificate for Borrower and each of its Subsidiaries;

(i) the Annual Projections, for the current calendar year;

(j) duly executed original officer's certificate for Borrower that is a party to the Loan Documents, in the forms attached hereto;

(k) certified copies, dated as of date no earlier than thirty (30) days prior to the Effective Date, of financing statement searches, as Collateral Agent shall request, accompanied by written evidence (including any UCC termination statements) that the Liens indicated in any such financing statements either constitute Permitted Liens or have been or, in connection with the initial Credit Extension, will be terminated or released;

(l) subject to the Post Closing Letter, a landlord's consent executed in favor of Collateral Agent in respect of all of Borrower's and each Subsidiaries' leased locations (in relation to the German Borrower, if and to the extent assets located in such locations are Collateral);

(m) subject to the Post Closing Letter, a bailee waiver executed in favor of Collateral Agent in respect of each third party bailee where Borrower or any Subsidiary maintains Collateral having a book value in excess of Five Hundred Thousand Dollars ($500,000.00);

(n) a duly executed legal opinion of U.S. counsel to Borrower dated as of the Effective Date in respect of customary U.S. law matters;

(o) a duly executed legal opinion of Dutch counsel to Borrower dated as of the Effective Date in respect of customary Dutch law matters;

(p) a duly executed validity and enforceability legal opinion of German counsel to Collateral Agent and Lenders dated as of the Effective Date in respect of customary German law matters;

(q) a duly executed capacity legal opinion of German counsel to Borrower dated as of the Effective Date in respect of customary German law matters;

(r) evidence satisfactory to Collateral Agent and the Lenders that the insurance policies required by Section 6.5 hereof and the German Security Documents are in full force and effect, in respect of insurance policies taken out in the US, together with appropriate evidence showing loss payable and/or additional insured clauses or endorsements in favor of Collateral Agent, for the ratable benefit of the Lenders;

(s) receipt by Parent on the Effective Date of unrestricted net cash proceeds of not less than Fifteen Million Euros (€15,000,000.00) from the issuance and sale of Parent's equity securities; and

(t) payment of the fees and Lenders' Expenses then due as specified in Section 2.5 hereof.

3.2 Conditions Precedent to all Credit Extensions. The obligation of each Lender to make each Credit Extension, including the initial Credit Extension, is subject to the following conditions precedent:

(a) receipt by Collateral Agent of an executed Disbursement Letter in the form of Exhibit B attached hereto;

(b) the representations and warranties in Section 5 hereof shall be true, accurate and complete in all material respects on the date of the Disbursement Letter and on the Funding Date of each Credit Extension; provided, however, that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof; and provided, further that those representations and warranties expressly referring to a specific date shall be true, accurate and complete in all material respects as of such date, and no Event of Default shall have occurred and be continuing or result from the Credit Extension. Each Credit Extension is Borrower's representation and warranty on that date that the representations and warranties in Section 5 hereof are true, accurate and complete in all material respects; provided, however, that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof; and provided, further that those representations and warranties expressly referring to a specific date shall be true, accurate and complete in all material respects as of such date;

(c) in such Lender's sole discretion, there has not been any Material Adverse Change or any material adverse deviation by Borrower from the Annual Projections of Borrower presented to and accepted by Collateral Agent and each Lender;

(d) to the extent not delivered at the Effective Date, duly executed original Secured Promissory Notes, in number, form and content acceptable to each Lender, and in favor of each Lender according to its Commitment Percentage, with respect to each Credit Extension made by such Lender after the Effective Date; and

(e) payment of the fees and Lenders' Expenses then due as specified in Section 2.5 hereof.

3.3 Covenant to Deliver. Borrower agrees to deliver to Collateral Agent and the Lenders each item required to be delivered to Collateral Agent under this Agreement as a condition precedent to any Credit Extension. Borrower expressly agrees that a Credit Extension made prior to the receipt by Collateral Agent or any Lender of any such item shall not constitute a waiver by Collateral Agent or any Lender of Borrower's obligation to deliver such item, and any such Credit Extension in the absence of a required item shall be made in each Lender's sole discretion.

3.4 Procedures for Borrowing. Subject to the prior satisfaction of all other applicable conditions to the making of a Term Loan set forth in this Agreement, to obtain a Term Loan, Borrower shall notify the Lenders (which notice shall be irrevocable) by electronic mail, facsimile, or telephone by 12:00 noon Eastern time five (5) Business Days prior to the date the Term Loan is to be made. Together with any such electronic, facsimile or telephonic notification, Borrower shall deliver to the Lenders by electronic mail or facsimile a completed Disbursement Letter executed by a Responsible Officer or his or her designee. The Lenders may rely on any telephone notice given by a person whom a Lender reasonably believes is a Responsible Officer or designee. On the Funding Date, each Lender shall credit and/or transfer (as applicable) to the Designated Deposit Account, an amount equal to its Term Loan Commitment.

4. CREATION OF SECURITY INTEREST

4.1 Grant of Security Interest. US Borrower hereby grants Collateral Agent, for the ratable benefit of the Lenders, to secure the payment and performance in full of all of the Obligations, a continuing security interest in, and pledges to Collateral Agent, for the ratable benefit of the Lenders, the Collateral, wherever located, whether now owned or hereafter acquired or arising, and all proceeds and products thereof. US Borrower represents, warrants, and covenants that the security interest granted herein is and shall at all times continue to be a first priority perfected security interest in the Collateral, subject only to Permitted Liens that are permitted by the terms of this Agreement to have priority to Collateral Agent's Lien. If US Borrower shall acquire a commercial tort claim (as defined in the Code) in excess of Five Hundred Thousand Dollars ($500,000.00), US Borrower shall promptly notify Collateral Agent in a writing signed by US Borrower, as the case may be, of the general details thereof (and further details as

may be required by Collateral Agent) and grant to Collateral Agent, for the ratable benefit of the Lenders, in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance reasonably satisfactory to Collateral Agent.

If this Agreement is terminated, Collateral Agent's Lien in the Collateral shall continue until the Obligations (other than inchoate indemnity obligations) are repaid in full in cash. Upon payment in full in cash of the Obligations (other than inchoate indemnity obligations) and at such time as the Lenders' obligation to make Credit Extensions has terminated, Collateral Agent shall, at the sole cost and expense of Borrower, release its Liens in the Collateral and all rights therein shall revert to US Borrower.

4.2 Authorization to File Financing Statements. US Borrower hereby authorizes Collateral Agent to file financing statements or take any other action required to perfect Collateral Agent's security interests in the Collateral, without notice to US Borrower, with all appropriate jurisdictions to perfect or protect Collateral Agent's interest or rights under the Loan Documents, including a notice that any disposition of the Collateral, except to the extent permitted by the terms of this Agreement, by US Borrower, or any other Person, shall be deemed to violate the rights of Collateral Agent under the Code.

4.3 Pledge of Collateral. Centogene Germany hereby pledges, assigns and grants to Collateral Agent, for the ratable benefit of the Lenders, a security interest in all the Shares, together with all proceeds and substitutions thereof, all cash, stock and other moneys and property paid thereon, all rights to subscribe for securities declared or granted in connection therewith, and all other cash and non-cash proceeds of the foregoing, as security for the performance of the Obligations. On the Effective Date, or, to the extent not certificated as of the Effective Date, within ten (10) days of the certification of any Shares, the certificate or certificates for the Shares will be delivered to Collateral Agent, accompanied by an instrument of assignment duly executed in blank by Centogene Germany. To the extent required by the terms and conditions governing the Shares, Centogene Germany shall cause the books of each entity whose Shares are part of the Collateral and any transfer agent to reflect the pledge of the Shares. Upon the occurrence and during the continuance of an Event of Default hereunder, Collateral Agent may effect the transfer of any securities included in the Collateral (including but not limited to the Shares) into the name of Collateral Agent and cause new (as applicable) certificates representing such securities to be issued in the name of Collateral Agent or its transferee. Centogene Germany will execute and deliver such documents, and take or cause to be taken such actions, as Collateral Agent may reasonably request to perfect or continue the perfection of Collateral Agent's security interest in the Shares. Unless an Event of Default shall have occurred and be continuing, Centogene Germany shall be entitled to exercise any voting rights with respect to the Shares and to give consents, waivers and ratifications in respect thereof, provided that no vote shall be cast or consent, waiver or ratification given or action taken which would be inconsistent with any of the terms of this Agreement or which would constitute or create any violation of any of such terms. All such rights to vote and give consents, waivers and ratifications shall terminate upon the occurrence and continuance of an Event of Default.

5. REPRESENTATIONS AND WARRANTIES

Borrower represents and warrants to Collateral Agent and the Lenders as follows:

5.1 Due Organization, Authorization: Power and Authority. Borrower and each of its Subsidiaries is duly existing and (where relevant) in good standing as a Registered Organization in its jurisdictions of organization or formation and Borrower and each of its Subsidiaries is qualified and licensed to do business and is in good standing in any jurisdiction in which the conduct of its businesses or its ownership of property requires that it be qualified except where the failure to do so could not reasonably be expected to have a Material Adverse Change. In connection with this Agreement, Borrower and each of its Subsidiaries has delivered to Collateral Agent a completed perfection certificate signed by an officer of Borrower or such Subsidiary (each a "**Perfection Certificate**" and collectively, the "**Perfection Certificates**"). Borrower represents and warrants that (a) Borrower and each of its Subsidiaries' exact legal name is that which is indicated on its respective Perfection Certificate and on the signature page of each Loan Document to which it is a party; (b) Borrower and each of its Subsidiaries is an organization of the type and is organized in the jurisdiction set forth on its respective Perfection Certificate; (c) each Perfection Certificate accurately sets forth each of Borrower's and its Subsidiaries' organizational identification number or accurately states that Borrower or such Subsidiary has none; (d) each Perfection Certificate accurately sets forth Borrower's and each of its Subsidiaries' place of business, or, if more than one, its chief executive office as well as Borrower's and each of its

Subsidiaries' mailing address (if different than its chief executive office); (e) Borrower and each of its Subsidiaries (and each of its respective predecessors) have not, in the past five (5) years, changed its jurisdiction of organization, organizational structure or type, or any organizational number assigned by its jurisdiction; and (f) all other information set forth on the Perfection Certificates pertaining to Borrower and each of its Subsidiaries, is accurate and complete (it being understood and agreed that Borrower and each of its Subsidiaries may from time to time update certain information in the Perfection Certificates (including the information set forth in clause (d) above) after the Effective Date to the extent permitted by one or more specific provisions in this Agreement); such updated Perfection Certificates subject to the review and approval of Collateral Agent. If Borrower or any of its Subsidiaries is not now a Registered Organization but later becomes one, Borrower shall notify Collateral Agent of such occurrence and provide Collateral Agent with such Person's organizational identification number within five (5) Business Days of receiving such organizational identification number.

The execution, delivery and performance by Borrower and each of its Subsidiaries of the Loan Documents to which it is a party have been duly authorized, and do not (i) conflict with any of Borrower's or such Subsidiaries' organizational documents, including its respective Operating Documents, (ii) contravene, conflict with, constitute a default under or violate any material Requirement of Law applicable thereto, (iii) contravene, conflict or violate any applicable order, writ, judgment, injunction, decree, determination or award of any Governmental Authority by which Borrower or such Subsidiary, or any of their property or assets may be bound or affected, (iv) require any action by, filing, registration, or qualification with, or Governmental Approval from, any Governmental Authority (except such Governmental Approvals which have already been obtained and are in full force and effect or are being obtained pursuant to Section 6.1(b)), or (v) constitute an event of default under any material agreement by which Borrower or any of such Subsidiaries, or their respective properties, is bound. Neither Borrower nor any of its Subsidiaries is in default under any agreement to which it is a party or by which it or any of its assets is bound in which such default could reasonably be expected to have a Material Adverse Change.

5.2 Collateral.

(a) Borrower and each of its Subsidiaries have good title to, have rights in, and the power to transfer each item of the Collateral upon which it purports to grant a Lien under the Loan Documents, free and clear of any and all Liens except Permitted Liens, and neither Borrower nor any of its Subsidiaries have any Deposit Accounts, Securities Accounts, Commodity Accounts or other investment accounts other than the Collateral Accounts or the other investment accounts, if any, described in the Perfection Certificates delivered to Collateral Agent in connection herewith with respect of which Borrower has given Collateral Agent notice and taken such actions as are necessary to give Collateral Agent a perfected security interest in the Collateral Accounts of Borrower. The Accounts are bona fide, existing obligations of the Account Debtors.

(b) On the Effective Date, and except as disclosed on the Perfection Certificate (i) the Collateral is not in the possession of any third party bailee (such as a warehouse), and (ii) no such third party bailee possesses components of the Collateral in excess of Five Hundred Thousand Dollars ($500,000.00). None of the components of the Collateral shall be maintained at locations other than as disclosed in the Perfection Certificates on the Effective Date or as permitted pursuant to Section 6.11.

(c) All Inventory is in all material respects of good and marketable quality, free from material defects.

(d) Borrower and each of its Subsidiaries is the sole owner of the Intellectual Property each respectively purports to own, free and clear of all Liens other than Permitted Liens. (i) Each of Borrower's and its Subsidiaries' Patents is valid and enforceable and no part of Borrower's or its Subsidiaries' Intellectual Property has been judged invalid or unenforceable, in whole or in part, and (ii) to the best of Borrower's knowledge, no claim has been made that any part of the Intellectual Property or any practice by Borrower or its Subsidiaries violates the rights of any third party except to the extent such claim could not reasonably be expected to have a Material Adverse Change. Except as noted on the Perfection Certificates, neither Borrower nor any of its Subsidiaries is a party to, nor is bound by, any material license or other material agreement with respect to which Borrower or such Subsidiary is the licensee that (i) prohibits or otherwise restricts Borrower or its Subsidiaries from granting a security interest in Borrower's or such Subsidiaries' interest in such material license or material agreement or any other property, or (ii) for which a default under or termination of could interfere with Collateral Agent's or any Lender's right to sell any Collateral. Borrower shall provide written notice to Collateral Agent and each Lender within ten (10) days of Borrower or any of its Subsidiaries entering into or becoming bound by any license or agreement with respect to which Borrower or any Subsidiary is the licensee (other than over-the-counter software that is commercially available to the public).

5.3 Litigation. Except as disclosed (i) on the Perfection Certificates, or (ii) in accordance with Section 6.9 hereof, there are no actions, suits, investigations, or proceedings pending or, to the knowledge of the Responsible Officers, threatened in writing by or against Borrower or any of its Subsidiaries involving more than Five Hundred Thousand Dollars ($500,000.00).

5.4 No Material Deterioration in Financial Condition; Financial Statements. All consolidated financial statements for Borrower and its Subsidiaries, delivered to Collateral Agent fairly present, in conformity with IFRS, in all material respects the consolidated financial condition of Borrower and its Subsidiaries, and the consolidated results of operations of Borrower and its Subsidiaries. There has not been any material deterioration in the consolidated financial condition of Borrower and its Subsidiaries since the date of the most recent financial statements submitted to any Lender.

5.5 Solvency. Borrower and each of its Subsidiaries is Solvent.

5.6 Regulatory Compliance. Neither Borrower nor any of its Subsidiaries is an "investment company" or a company "controlled" by an "investment company" under the Investment Company Act of 1940, as amended. Neither Borrower nor any of its Subsidiaries is engaged as one of its important activities in extending credit for margin stock (under Regulations X, T and U of the Federal Reserve Board of Governors). Borrower and each of its Subsidiaries has complied in all material respects with the Federal Fair Labor Standards Act, if applicable to it. Neither Borrower nor any of its Subsidiaries is a "holding company" or an "affiliate" of a "holding company" or a "subsidiary company" of a "holding company" as each term is defined and used in the Public Utility Holding Company Act of 2005. Neither Borrower nor any of its Subsidiaries has violated any laws, ordinances or rules, the violation of which could reasonably be expected to have a Material Adverse Change. Neither Borrower's nor any of its Subsidiaries' properties or assets has been used by Borrower or such Subsidiary or, to Borrower's knowledge, by previous Persons, in disposing, producing, storing, treating, or transporting any hazardous substance other than in material compliance with applicable laws. Borrower and each of its Subsidiaries has obtained all consents, approvals and authorizations of, made all declarations or filings with, and given all notices to, all Governmental Authorities that are necessary to continue their respective businesses as currently conducted.

None of Borrower, any of its Subsidiaries, or any of Borrower's or its Subsidiaries' Affiliates or any of their respective agents acting or benefiting in any capacity in connection with the transactions contemplated by this Agreement is (i) in violation of any Anti-Terrorism Law, (ii) engaging in or conspiring to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law, or (iii) is a Blocked Person. None of Borrower, any of its Subsidiaries, or to the knowledge of Borrower and any of their Affiliates or agents, acting or benefiting in any capacity in connection with the transactions contemplated by this Agreement, (x) conducts any business or engages in making or receiving any contribution of funds, goods or services to or for the benefit of any Blocked Person in violation of any Anti-Terrorism Law, or (y) deals in, or otherwise engages in any transaction relating to, any property or interest in property blocked pursuant to Executive Order No. 13224, any similar executive order or other Anti-Terrorism Law. This Clause shall apply to any Borrower only to the extent that giving or complying with such representation does not result in (i) any violation of, conflict with or liability under Council Regulation (EC) No. 2271/96 of 22 November 1996 as amended by Council Regulation (EC) No. 807/2003 of 14 April 2003, (ii) in respect of a German Borrower only, a violation or conflict with section 7 foreign trade rules (AWV) (*Außenwirtschaftsverordnung*) (in connection with section 4 para 1 no 3 foreign trade law (AWG) (*Außenwirtschaftsgesetz*)) or (iii) a similar antiboycott statute applicable to it.

5.7 Investments. Neither Borrower nor any of its Subsidiaries owns any stock, shares, partnership interests or other equity securities except for Permitted Investments.

5.8 Tax Returns and Payments; Pension Contributions. Borrower and each of its Subsidiaries has timely filed (or timely filed extensions to file) all required tax returns and reports, and Borrower and each of its Subsidiaries, has timely paid all foreign, federal and material state, and local taxes and assessments, deposits and contributions owed by Borrower and such Subsidiaries, in all jurisdictions in which Borrower or any such Subsidiary is subject to taxes, including the United States, unless (a) such taxes are being contested in accordance with the following sentence or (b) in the case of state and local taxes, assessments, deposits and contributions, if such taxes, assessments, deposits and contributions do not, individually or in the aggregate, exceed Twenty Five Thousand Dollars ($25,000.00). Borrower and each of its Subsidiaries, may defer payment of any contested taxes, provided that Borrower or such Subsidiary, (a) in good faith contests its obligation to pay the taxes by appropriate proceedings promptly and diligently instituted and conducted, (b) notifies Collateral Agent in writing of the commencement of, and any material development in, the proceedings, and (c) posts bonds or takes any other steps required to prevent the Governmental Authority levying such contested taxes from obtaining a Lien upon any of the Collateral that is other than a "**Permitted Lien**." Neither Borrower nor any of its Subsidiaries is aware of any claims or adjustments proposed for any of Borrower's or such Subsidiaries', prior tax years which could result in additional taxes becoming due and payable by Borrower or its Subsidiaries in excess of Twenty-Five Thousand Dollars ($25,000.00) in the aggregate. Borrower and each of its Subsidiaries have paid all amounts necessary to fund all present pension, profit sharing and deferred compensation plans in accordance with their terms, and neither Borrower nor any of its Subsidiaries have, withdrawn from participation in, and have not permitted partial or complete termination of, or permitted the occurrence of any other event with respect to, any such plan which could reasonably be expected to result in any liability of Borrower or its Subsidiaries, including any liability to the Pension Benefit Guaranty Corporation or its successors or any other Governmental Authority.

5.9 Use of Proceeds. Borrower shall use the proceeds of the Credit Extensions solely as working capital and to fund its general business requirements in accordance with the provisions of this Agreement, and not for personal, family, household or agricultural purposes.

5.10 Shares. Centogene Germany has full power and authority to create a first lien on the Shares and no disability or contractual obligation exists that would prohibit Centogene Germany from pledging the Shares pursuant to a Loan Document. To Centogene Germany's knowledge, there are no subscriptions, warrants, rights of first refusal or other restrictions on transfer relative to, or options exercisable with respect to the Shares. The Shares have been and will be duly authorized and validly issued, and are fully paid and non-assessable. To Centogene Germany's knowledge, the Shares are not the subject of any present or threatened suit, action, arbitration, administrative or other proceeding, and Centogene Germany knows of no reasonable grounds for the institution of any such proceedings.

5.11 Full Disclosure. No written representation, warranty or other statement of Borrower or any of its Subsidiaries in any certificate or written statement given to Collateral Agent or any Lender, as of the date such representation, warranty, or other statement was made, taken together with all such written certificates and written statements given to Collateral Agent or any Lender, contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements contained in the certificates or statements not misleading (it being recognized that the projections and forecasts provided by Borrower in good faith and based upon reasonable assumptions are not viewed as facts and that actual results during the period or periods covered by such projections and forecasts may differ from the projected or forecasted results).

5.12 FMSA. The Parent does not require a license as bank (*bank*) under the FMSA.

5.13 Definition of "Knowledge." For purposes of the Loan Documents, whenever a representation or warranty is made to Borrower's knowledge or awareness, to the "best of" Borrower's knowledge, or with a similar qualification, knowledge or awareness means the actual knowledge, after reasonable investigation, of the Responsible Officers.

6. AFFIRMATIVE COVENANTS

Borrower shall, and shall cause each of its Subsidiaries to, do all of the following:

6.1 Government Compliance.

(a) Maintain its and all its Subsidiaries' legal existence and good standing (to the extent the concept is applicable) in their respective jurisdictions of organization and maintain qualification in each jurisdiction in which the failure to so qualify could reasonably be expected to have a Material Adverse Change. Comply with all laws, ordinances and regulations to which Borrower or any of its Subsidiaries is subject, the noncompliance with which could reasonably be expected to have a Material Adverse Change.

(b) Obtain and keep in full force and effect, all of the material Governmental Approvals necessary for the performance by Borrower and its Subsidiaries of their respective businesses and obligations under the Loan Documents and the grant of a security interest to Collateral Agent for the ratable benefit of the Lenders, in all of the Collateral. Borrower shall promptly provide copies to Collateral Agent of any material Governmental Approvals obtained by Borrower or any of its Subsidiaries.

6.2 Financial Statements, Reports, Certificates.

(a) Deliver to each Lender:

(i) as soon as available, but no later than the earlier of (A) sixty (60) days after the last day of each month which is the last month of a fiscal quarter of Parent or (B) within five (5) days of filing with the Securities and Exchange Commission, a company prepared consolidated and consolidating balance sheet, income statement and cash flow statement covering the consolidated operations of Parent and its Subsidiaries for such fiscal quarter certified by a Responsible Officer and in a form reasonably acceptable to Collateral Agent;

(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 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**;**

(iii) as soon as available after approval thereof by Parent's board of directors, but no later than sixty (60) days after the last day of each of Parent's fiscal years, Borrower's annual financial projections for the entire current fiscal year as approved by Parent's board of directors, which such annual financial projections shall be set forth in a quarter-by-quarter format (such annual financial projections as originally delivered to Collateral Agent and the Lenders are referred to herein as the "**Annual Projections**"; provided that, any revisions of the Annual Projections approved by Parent's board of directors shall be delivered to Collateral Agent and the Lenders no later than seven (7) days after such approval);

(iv) within five (5) days of delivery, copies of all statements, reports and notices made available to Borrower's security holders or holders of Subordinated Debt;

(v) within five (5) days of filing, all reports on Form 10-K, 10-Q and 8-K (or similar for a foreign issuer) filed with the Securities and Exchange Commission,

(vi) prompt notice of (y) in the event that Parent is no longer subject to the reporting requirements under the Securities Exchange Act of 1934, as amended, any material change to the capitalization table of Parent, and (z) any amendments of the Operating Documents of Borrower or any of its Subsidiaries, together with any copies reflecting such amendments or changes with respect thereto;

(vii) prompt notice of (A) any material change in the composition of the Intellectual Property, (B) the registration of any copyright, if applicable, including any subsequent ownership right of Borrower or any of its Subsidiaries in or to any registered copyright, patent or trademark, including a copy of any such registration, and (C) any event that could reasonably be expected to materially and adversely affect the value of the Intellectual Property;

(viii) as soon as available, but no later than (x) thirty (30) days after the last day of each month which is not the last month of a fiscal quarter, and (y) forty-five (45) days after the last day of each month which is the last month of a fiscal quarter, copies of the month-end account statements for each Collateral Account maintained by Borrower or its Subsidiaries, which statements may be provided to Collateral Agent and each Lender by Borrower or directly from the applicable institution(s); and

(ix) other information as reasonably requested by Collateral Agent or any Lender.

Notwithstanding the foregoing, documents required to be delivered pursuant to the terms hereof (to the extent any such documents are included in materials otherwise filed with the Securities and Exchange Commission) may be delivered electronically and if so delivered, shall be deemed to have been delivered on the date on which Borrower posts such documents, or provides a link thereto, on Borrower's website on the internet at Borrower's website address.

(b) Concurrently with the delivery of the financial statements specified in Section 6.2(a)(i) but no later than (i) sixty (60) days after the last day of each month which is the last month of a fiscal quarter of Parent or (ii) within five (5) days of filing with the Securities and Exchange Commission, deliver to each Lender, a duly completed Compliance Certificate signed by a Responsible Officer.

(c) Keep proper books of record and account in accordance with IFRS in all material respects, in which full, true and correct entries shall be made of all dealings and transactions in relation to its business and activities. Borrower shall, and shall cause each of its Subsidiaries to, allow, at the sole cost of Borrower, Collateral Agent or any Lender, during regular business hours upon reasonable prior notice (provided that no notice shall be required when an Event of Default has occurred and is continuing), to visit and inspect any of its properties, to examine and make abstracts or copies from any of its books and records, and to conduct a collateral audit and analysis of its operations and the Collateral. Such audits shall be conducted no more often than twice every year unless (and more frequently if) an Event of Default has occurred and is continuing.

6.3 Inventory; Returns. Keep all Inventory in good and marketable condition, free from material defects except for Inventory for which adequate reserves have been made. Returns and allowances between Borrower, or any of its Subsidiaries, and their respective Account Debtors shall follow Borrower's, or such Subsidiary's, customary practices as they exist at the Effective Date. Borrower must promptly notify Collateral Agent and the Lenders of all returns, recoveries, disputes and claims that involve more than Two Hundred Fifty Thousand Dollars ($250,000.00) individually or in the aggregate in any calendar year.

6.4 Taxes; Pensions. Timely file or obtain extensions for filing and require each of its Subsidiaries to timely file or obtain extensions for filing, all required tax returns and reports and timely pay, and require each of its Subsidiaries to timely pay, all foreign, federal, state, and local taxes, assessments, deposits and contributions owed by Borrower or its Subsidiaries, except for (a) deferred payment of any taxes contested pursuant to the terms of Section 5.8 hereof and (b) in the case of state and local taxes, assessments, deposits and contributions, if such taxes, assessments, deposits and contributions do not, individually or in the aggregate, exceed Twenty Five Thousand Dollars ($25,000.00), and pay all amounts necessary to fund all present pension, profit sharing and deferred compensation plans in accordance with the terms of such plans.

6.5 Insurance. Keep Borrower's and its Subsidiaries' business and the Collateral insured for risks and in amounts standard for companies in Borrower's and its Subsidiaries' industry and location and as Collateral Agent may reasonably request. Insurance policies shall be in a form, with companies, and in amounts that are reasonably satisfactory to Collateral Agent and Lenders. The following shall apply in respect of any insurance policies of a Borrower taken out in the US: All property policies shall have a lender's loss payable endorsement showing Collateral Agent as lender loss payee and waive subrogation against Collateral Agent, and all liability policies shall show, or have endorsements showing, Collateral Agent, as additional insured. The Collateral Agent shall be named as lender loss payee and/or additional insured with respect to any such insurance providing coverage in respect of any Collateral, and each provider of any such insurance shall agree, by endorsement upon the policy or policies issued by it or by independent instruments furnished to the Collateral Agent, that it will give the Collateral Agent thirty (30) days prior written notice before any such policy or policies shall be materially altered or canceled. At Collateral Agent's request, Borrower shall deliver certified copies of policies and evidence of all premium payments. Proceeds payable under any policy shall, at Collateral Agent's option, be payable to Collateral Agent, for the ratable benefit of the Lenders, on account of the Obligations. Notwithstanding the foregoing, (a) so long as no Event of Default has occurred and is continuing, Borrower shall have the option of applying the proceeds of any casualty policy up to Five Hundred Thousand Dollars ($500,000.00) with respect to any loss, but not exceeding Five Hundred Thousand Dollars ($500,000.00), in the aggregate for all losses under all casualty policies in any one year, toward the replacement or repair of destroyed or damaged property; provided that any such replaced or repaired property (i) shall be of equal or like value as the replaced or repaired Collateral and (ii) shall be deemed Collateral in which Collateral Agent has been

granted a first priority security interest, and (b) after the occurrence and during the continuance of an Event of Default, all proceeds payable under such casualty policy shall, at the option of Collateral Agent, be payable to Collateral Agent, for the ratable benefit of the Lenders, on account of the Obligations. If Borrower or any of its Subsidiaries fails to obtain insurance as required under this Section 6.5 or to pay any amount or furnish any required proof of payment to third persons, Collateral Agent and/or any Lender may make, at Borrower's expense, all or part of such payment or obtain such insurance policies required in this Section 6.5, and take any action under the policies Collateral Agent or such Lender deems prudent.

6.6 Operating Accounts.

(a) Maintain all of Borrower's and its Subsidiaries' Collateral Accounts at the banks and financial institutions as disclosed in the Perfection Certificates delivered on the Effective Date and such other banks and financial institutions acceptable to Collateral Agent in its reasonable discretion; provided that, such Collateral Accounts of Borrower and any Guarantor (other than Excluded Accounts) are at all times subject to a Control Agreement or other appropriate instrument under applicable law in favor of Collateral Agent with respect to any such Collateral Accounts to perfect Collateral Agent's Lien in such Collateral Accounts in accordance with the terms hereunder and provide Collateral Agent with the ability to assert control with respect thereto.

(b) Borrower shall provide Collateral Agent five (5) days' prior written notice before Borrower or any of its Subsidiaries establishes any Collateral Account. In addition, subject to the terms of the Post Closing Letter for each Collateral Account that Borrower or any Guarantor, at any time maintains, Borrower or such Guarantor shall cause the applicable bank or financial institution at or with which such Collateral Account is maintained to execute and deliver a Control Agreement or other appropriate instrument under applicable law with respect to such Collateral Account to perfect Collateral Agent's Lien in such Collateral Account in accordance with the terms hereunder and provide Collateral Agent with the ability to assert control with respect thereto prior to the establishment of such Collateral Account, which Control Agreement or other appropriate instrument under applicable law may not be terminated without prior written consent of Collateral Agent. The provisions of the previous sentence shall not apply to Collateral Accounts (i) exclusively used for payroll, payroll taxes and other employee wage and benefit payments to or for the benefit of Borrower's, or any of its Subsidiaries', employees and identified to Collateral Agent by Borrower as such in the Perfection Certificates or (ii) subject to a Lien permitted by clauses (k) and (l) of the definition of "**Permitted Liens**" (such Collateral Accounts in clauses (i) and (ii), "**Excluded Accounts**").

(c) Neither Borrower nor any of its Subsidiaries shall maintain any Collateral Accounts except Collateral Accounts maintained in accordance with Sections 6.6(a) and

6.7 Protection of Intellectual Property Rights. Borrower and each of its Subsidiaries shall: (a) use commercially reasonable efforts to protect, defend and maintain the validity and enforceability of its Intellectual Property that is material to Borrower's business; (b) promptly advise Collateral Agent in writing of material infringement by a third party of its Intellectual Property; and (c) not allow any Intellectual Property material to Borrower's business to be abandoned, forfeited or dedicated to the public without Collateral Agent's prior written consent. If Borrower or any of its Subsidiaries that is a Guarantor (i) obtains any patent, registered trademark or servicemark, registered copyright, registered mask work, or any pending application for any of the foregoing, whether as owner, licensee or otherwise, or (ii) applies for any patent or the registration of any trademark or servicemark, in each case, that is not subject to a security interest in favor of the Collateral Agent, then Borrower or such Subsidiary (if such Subsidiary is a Guarantor) shall substantially contemporaneously provide written notice thereof to Collateral Agent and each Lender and shall execute such intellectual property security agreements and other documents and take such other actions as Collateral Agent shall reasonably request in its good faith business judgment to create, perfect and/or maintain a first priority perfected security interest in favor of Collateral Agent, for the ratable benefit of the Lenders, in such property. If Borrower or any of its Subsidiaries that is a Guarantor decides to register any copyrights or mask works in the United States Copyright Office, Borrower or such Guarantor shall: (x) provide Collateral Agent and each Lender with at least fifteen (15) days prior written notice of Borrower's or such Guarantor's intent to register such copyrights or mask works together with a copy of the application it intends to file with the United States Copyright Office (excluding exhibits thereto); (y) execute an intellectual property security agreement and such other documents and take such other actions as Collateral Agent may reasonably request in its good faith business judgment to perfect and maintain a first priority perfected security interest in favor of Collateral Agent, for the ratable benefit of the Lenders, in the copyrights or mask works intended to be registered with the United States Copyright Office;

and (z) record such intellectual property security agreement with the United States Copyright Office contemporaneously with filing the copyright or mask work application(s) with the United States Copyright Office. Borrower or such Guarantor shall promptly provide to Collateral Agent and each Lender with evidence of the recording of the intellectual property security agreement necessary for Collateral Agent to perfect and maintain a first priority perfected security interest in such property.

6.8 Litigation Cooperation. Commencing on the Effective Date and continuing through the termination of this Agreement, make available to Collateral Agent and the Lenders, without expense to Collateral Agent or the Lenders, Borrower and each of Borrower's officers, employees and agents and Borrower's Books, to the extent that Collateral Agent or any Lender may reasonably deem them necessary to prosecute or defend any third-party suit or proceeding instituted by or against Collateral Agent or any Lender with respect to any Collateral or relating to Borrower.

6.9 Notices of Litigation and Default. Borrower will give prompt written notice to Collateral Agent and the Lenders of any litigation or governmental proceedings pending or threatened (in writing) against Borrower or any of its Subsidiaries, which could reasonably be expected to result in damages or costs to Borrower or any of its Subsidiaries of Five Hundred Thousand Dollars ($500,000.00) or more or which could reasonably be expected to have a Material Adverse Change. Without limiting or contradicting any other more specific provision of this Agreement, promptly (and in any event within three (3) Business Days) upon Borrower becoming aware of the existence of any Event of Default or event which, with the giving of notice or passage of time, or both, would constitute an Event of Default, Borrower shall give written notice to Collateral Agent and the Lenders of such occurrence, which such notice shall include a reasonably detailed description of such Event of Default or event which, with the giving of notice or passage of time, or both, would constitute an Event of Default.

6.10 Financial Covenant. Borrower shall maintain Product Revenue, calculated as of the last day of each fiscal quarter and on a trailing twelve (12) month basis as of such date, of at least (a) Thirty Million Euros (€30,000,000.00) for any fiscal quarter prior to the Funding Date of the Term B Loans, and (b) Forty Million Euros (€40,000,000.00) for any fiscal quarter on or after Funding Date of the Term B Loans.

6.11 Landlord Waivers; Bailee Waivers. In the event that Borrower or any of its Subsidiaries that is a Guarantor, after the Effective Date, intends to add any new offices or business locations, including warehouses, or otherwise store any portion of the Collateral with, or deliver any portion of the Collateral to, a bailee, in each case pursuant to Section 7.2, then Borrower or such Subsidiary will first receive the written consent of Collateral Agent and, in the event that the new location is the chief executive office of the Borrower or such Subsidiary or the Collateral at any such new location is valued in excess of Five Hundred Thousand Dollars ($500,000.00) in the aggregate, such bailee or landlord, as applicable, must execute and deliver a bailee waiver or landlord waiver, as applicable, in form and substance reasonably satisfactory to Collateral Agent (subject to the requirements, if any, set forth in the Dutch Security Documents, German Security Documents or other Loan Documents for other foreign jurisdictions, as applicable, for any new offices or business locations outside of the US) prior to the addition of any new offices or business locations, or any such storage with or delivery to any such bailee, as the case may be.

6.12 Creation/Acquisition of Subsidiaries. In the event Borrower, or any of its Subsidiaries creates or acquires any Subsidiary (including, without limitation, pursuant to a Division), Borrower shall provide prior written notice to Collateral Agent and each Lender of the creation or acquisition of such new Subsidiary and take all such action as may be reasonably required by Collateral Agent or any Lender to cause each such Subsidiary to become a co-Borrower hereunder or to guarantee the Obligations of Borrower under the Loan Documents and, in each case, grant a continuing pledge and security interest in and to the assets of such Subsidiary (substantially as described on Exhibit A hereto); and Borrower (or its Subsidiary, as applicable) shall grant and pledge to Collateral Agent, for the ratable benefit of the Lenders, a perfected security interest in the outstanding equity interests of each such newly created Subsidiary within thirty (30) days of such formation or acquisition.

6.13 Further Assurances.

(a) Execute any further instruments and take further action as Collateral Agent or any Lender reasonably requests to perfect or continue Collateral Agent's Lien in the Collateral or to effect the purposes of this Agreement or any other Loan Document.

(b) Deliver to Collateral Agent and Lenders, within five (5) days after the same are sent or received, copies of all material correspondence, reports, documents and other filings with any Governmental Authority that could reasonably be expected to have a material adverse effect on any of the Governmental Approvals material to Borrower's business or otherwise could reasonably be expected to have a Material Adverse Change.

(c) Borrower must, on the first request of any Lender and for the benefit of Collateral Agent, create Liens on its assets as Collateral Agent may determine to secure any payment obligation of Borrower to Lenders under this Agreement or any other Loan Document.

7. NEGATIVE COVENANTS

Borrower shall not, and shall not permit any of its Subsidiaries to, do any of the following without the prior written consent of the Required Lenders:

7.1 Dispositions. Convey, sell, lease, transfer, assign, or otherwise dispose of (including, without limitation, pursuant to a Division) (collectively, "**Transfer**"), or permit any of its Subsidiaries to Transfer, all or any part of its business or property, except for Transfers (a) of Inventory in the ordinary course of business; (b) of worn out or obsolete Equipment; (c) in connection with Permitted Liens, Permitted Investments and Permitted Licenses; (d) of property in connection with the discontinuation of the non-core COVID19 testing services business so long as (i) such property is primarily used in the COVID19 testing services business and is not material to any other current or planned business segment, (ii) the aggregate book value of all such Transfers does not exceed Two Million Euros (€2,000,000.00) and (iii) such Transfers pursuant to this clause (d) are completed before April 30, 2022; (e) to the extent not prohibited by Section 7.12; and (f) of property (but excluding equity interests and Intellectual Property) having a fair market value not exceeding Two Hundred Fifty Thousand Dollars ($250,000.00) in the aggregate during any fiscal year; and (g) of Intellectual Property to the extent permitted by Section 6.7.

7.2 Changes in Business, Management, Ownership, or Business Locations. (a) Engage in or permit any of its Subsidiaries to engage in any business other than the businesses engaged in by Borrower as of the Effective Date or reasonably related thereto; (b) liquidate or dissolve; or (c) (i) any Key Person shall cease to be actively engaged in the management of Borrower unless written notice thereof is provided to Collateral Agent within five (5) days of such change or (ii) enter into any transaction or series of related transactions in which any Person acquires, directly or indirectly, beneficially or of record, shares of Parent constituting more than 50.00% of the aggregate ordinary voting power represented by the issued and outstanding shares of Parent. Borrower shall not, without at least thirty (30) days' prior written notice to Collateral Agent: (A) add any new offices or business locations, including warehouses (unless such new offices or business locations (i) contain less than Five Hundred Thousand Dollars ($500,000.00) in assets or property of Borrower or any of its Subsidiaries and (ii) are not Borrower's or its Subsidiaries' chief executive office) (but subject to the requirements, if any, set forth in the Dutch Security Documents, German Security Documents or other Loan Documents for other foreign jurisdictions, as applicable, for any new offices or business locations outside of the US); (B) change its jurisdiction of organization, (C) change its organizational structure or type, (D) change its legal name, or (E) change any organizational number (if any) assigned by its jurisdiction of organization.

7.3 Mergers or Acquisitions. Merge or consolidate, or permit any of its Subsidiaries to merge or consolidate, with any other Person, or acquire, or permit any of its Subsidiaries to acquire, all or substantially all of the capital stock, shares or property of another Person (including, without limitation, pursuant to a Division). A Subsidiary may merge or consolidate into another Subsidiary (provided that if any of the Subsidiaries involved is a "co-Borrower" hereunder or has provided a secured Guaranty of Borrower's Obligations hereunder, that Subsidiary shall be the surviving legal entity) or with (or into) Borrower provided Borrower is the surviving legal entity, and as long as no Event of Default is occurring prior thereto or arises as a result therefrom. Without limiting the foregoing, Borrower shall not, without Collateral Agent's prior written consent, enter into any binding contractual arrangement with any Person to attempt to facilitate a merger or acquisition of Borrower, unless (i) no Event of Default exists when such agreement is entered into by Borrower, (ii) such agreement does not give such Person the right to claim any fees, payments or damages from Borrower in excess of Five Hundred Thousand Dollars ($500,000.00), and (iii) Borrower notifies Collateral Agent in advance of entering into such an agreement.

7.4 Indebtedness. Create, incur, assume, or be liable for any Indebtedness, or permit any Subsidiary to do so, other than Permitted Indebtedness.

7.5 Encumbrance. Create, incur, allow, or suffer any Lien on any of its property (including, without limitation, any Intellectual Property and real property subject to registration (*registergoederen*)), or assign or convey any right to receive income, including the sale of any Accounts, or permit any of its Subsidiaries to do so, except for Permitted Liens, or permit any Collateral not to be subject to the first priority security interest granted herein (except for Permitted Liens that are permitted by the terms of a Loan Document to have priority over Collateral Agent's Lien), or enter into any agreement, document, instrument or other arrangement (except with or in favor of Collateral Agent, for the ratable benefit of the Lenders) with any Person which directly or indirectly prohibits or has the effect of prohibiting Borrower, or any of its Subsidiaries, from assigning, mortgaging, pledging, granting a security interest in or upon, or encumbering any of Borrower's or such Subsidiary's Intellectual Property, except as is otherwise permitted in Section 7.1 hereof and the definition of "**Permitted Liens**" herein.

7.6 Maintenance of Collateral Accounts. Maintain any Collateral Account except pursuant to the terms of Section 6.6 hereof.

7.7 Distributions; Investments. (a) Pay any dividends (other than dividends payable solely in capital stock) or make any distribution or payment in respect of or redeem, retire or purchase any capital stock (other than repurchases pursuant to the terms of employee stock purchase plans, employee restricted stock agreements, stockholder rights plans, director or consultant stock option plans, or similar plans, provided such repurchases do not exceed Five Hundred Thousand Dollars ($500,000.00) in the aggregate per fiscal year) or (b) directly or indirectly make any Investment other than Permitted Investments, or permit any of its Subsidiaries to do so.

7.8 Transactions with Affiliates. Directly or indirectly enter into or permit to exist any material transaction with any Affiliate of Borrower or any of its Subsidiaries, except for (a) transactions that are in the ordinary course of Borrower's or such Subsidiary's business, upon fair and reasonable terms that are no less favorable to Borrower or such Subsidiary than would be obtained in an arm's length transaction with a non-affiliated Person, and (b) Subordinated Debt or equity investments by Borrower's investors in Borrower or its Subsidiaries.

7.9 Subordinated Debt. (a) Make or permit any payment on any Subordinated Debt, except under the terms of the subordination, intercreditor, or other similar agreement to which such Subordinated Debt is subject, or (b) amend any provision in any document relating to the Subordinated Debt which would increase the amount thereof or adversely affect the subordination thereof to Obligations owed to the Lenders.

7.10 Compliance. Become an "investment company" or a company controlled by an "investment company", under the Investment Company Act of 1940, as amended, or undertake as one of its important activities extending credit to purchase or carry margin stock (as defined in Regulation U of the Board of Governors of the Federal Reserve System), or use the proceeds of any Credit Extension for that purpose; fail to meet the minimum funding requirements of ERISA, permit a Reportable Event or Prohibited Transaction, as defined in ERISA, to occur; fail to comply with the Federal Fair Labor Standards Act or violate any other law or regulation, if the violation could reasonably be expected to have a Material Adverse Change, or permit any of its Subsidiaries to do so; withdraw or permit any Subsidiary to withdraw from participation in, permit partial or complete termination of, or permit the occurrence of any other event with respect to, any present pension, profit sharing and deferred compensation plan which could reasonably be expected to result in any material liability of Borrower or any of its Subsidiaries, including any liability to the Pension Benefit Guaranty Corporation or its successors or any other Governmental Authority.

7.11 Compliance with Anti-Terrorism Laws. Collateral Agent hereby notifies Borrower and each of its Subsidiaries that pursuant to the requirements of Anti-Terrorism Laws, and Collateral Agent's policies and practices, Collateral Agent is required to obtain, verify and record certain information and documentation that identifies Borrower and each of its Subsidiaries and their principals, which information includes the name and address of Borrower and each of its Subsidiaries and their principals and such other information that will allow Collateral Agent to identify such party in accordance with Anti-Terrorism Laws. Neither Borrower nor any of its Subsidiaries shall, nor shall Borrower or any of its Subsidiaries permit any Affiliate to, directly or indirectly, knowingly enter into any documents, instruments, agreements or contracts with any Person listed on the OFAC Lists in violation of any Anti-Terrorism Law. Borrower and each of its Subsidiaries shall promptly notify Collateral Agent if Borrower or

such Subsidiary has knowledge that Borrower, or any Subsidiary or Affiliate of Borrower, is listed on the OFAC Lists or (a) is convicted on, (b) pleads *nolo contendere* to, (c) is indicted on, or (d) is arraigned and held over on charges involving money laundering or predicate crimes to money laundering. Neither Borrower nor any of its Subsidiaries shall, nor shall Borrower or any of its Subsidiaries, permit any Affiliate to, directly or indirectly, (i) conduct any business or engage in any transaction or dealing with any Blocked Person in violation of any Anti-Terrorism Law, including, without limitation, the making or receiving of any contribution of funds, goods or services to or for the benefit of any Blocked Person in violation of any Anti-Terrorism Law, (ii) deal in, or otherwise engage in any transaction relating to, any property or interests in property blocked pursuant to Executive Order No. 13224 or any similar executive order or other Anti-Terrorism Law, or (iii) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in Executive Order No. 13224 or other Anti-Terrorism Law. This Clause shall apply to any Borrower only to the extent that giving or complying with such covenant does not result in (i) any violation of, conflict with or liability under Council Regulation (EC) No. 2271/96 of 22 November 1996 as amended by Council Regulation (EC) No. 807/2003 of 14 April 2003, (ii) in respect of a German Borrower only, a violation or conflict with section 7 foreign trade rules (AWV) (*Außenwirtschaftsverordnung*) (in connection with section 4 para 1 no 3 foreign trade law (AWG) (*Außenwirtschaftsgesetz*)) or (iii) a similar antiboycott statute applicable to it.

7.12 Subsidiaries. (a) Directly or indirectly Transfer cash, Cash Equivalents and/or other assets (i) to Subsidiaries of Borrower (other than other Borrowers, Guarantors or Centogene Switzerland) in excess of Two Million Dollars ($2,000,000.00) in the aggregate in any fiscal year or (ii) to Centogene Switzerland (A) in excess of Five Hundred Thousand Euros (€500,000.00) per fiscal month and (B) in excess of the amount of the bonuses (if any) for the employees of Centogene Switzerland approved by the Parent's board of directors, provided that such Transfers in clauses (A) and (B) shall be (1) for payment of employee compensation to employees of Centogene Switzerland who are performing management services to Centogene Germany and such compensation is paid to such employees within ten (10) Business Days of Centogene Switzerland's receipt thereof and (2) paid to Centogene Switzerland upon presentation of monthly invoices presented by Centogene Switzerland to Centogene Germany, (b) permit the aggregate amount of cash, Cash Equivalents and the value of assets held or maintained by (i) Subsidiaries of Borrower (other than other Borrowers, or Guarantors or Centogene Switzerland) to exceed One Million Dollars ($1,000,000.00) at any time or (ii) Centogene Switzerland to exceed One Hundred Thousand Euros (€100,000.00) at any time; provided, however, Borrower will not be in violation of this clause (b)(ii) for the ten (10) Business Day period that immediately follows a Transfer to Centogene Switzerland pursuant to clause (a)(ii) above so long as Centogene Switzerland complies with such clause (a)(ii), or (c) permit any Subsidiary of Borrower (other than other Borrowers or Guarantors) to own, license, develop or otherwise hold any Intellectual Property.

8. EVENTS OF DEFAULT

Any one of the following shall constitute an event of default (an "**Event of Default**") under this Agreement:

8.1 Payment Default. Borrower fails to (a) make any payment of principal or interest on any Credit Extension on its due date, or (b) pay any other Obligations within three (3) Business Days after such Obligations are due and payable (which three (3) Business Day grace period shall not apply to payments due on the Maturity Date or the date of acceleration pursuant to Section 9.1 (a) hereof). During the cure period, the failure to cure the payment default is not an Event of Default (but no Credit Extension will be made during the cure period);

8.2 Covenant Default.

(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) or Borrower violates any covenant in Section 7; or

(b) Borrower, or any of its Subsidiaries, fails or neglects to perform, keep, or observe any other term, provision, condition, covenant or agreement contained in this Agreement or any Loan Documents, and as to any default (other than those specified in this Section 8) under such other term, provision, condition, covenant or agreement that can be cured, has failed to cure the default within ten (10) days after the occurrence thereof; provided,

however, that if the default cannot by its nature be cured within the ten (10) day period or cannot after diligent attempts by Borrower be cured within such ten (10) day period, and such default is likely to be cured within a reasonable time, then Borrower shall have an additional period (which shall not in any case exceed thirty (30) days) to attempt to cure such default, and within such reasonable time period the failure to cure the default shall not be deemed an Event of Default (but no Credit Extensions shall be made during such cure period). Grace periods provided under this Section shall not apply, among other things, to financial covenants or any other covenants set forth in subsection (a) above;

8.3 Material Adverse Change. A Material Adverse Change occurs;

8.4 Attachment; Levy; Restraint on Business.

(a) (i) The service of process seeking to attach, by trustee or similar process, any funds of Borrower or any of its Subsidiaries or of any entity under control of Borrower or its Subsidiaries on deposit with any Lender or any Lender's Affiliate or any bank or other institution at which Borrower or any of its Subsidiaries maintains a Collateral Account, or (ii) a notice of lien, levy, or assessment is filed against Borrower or any of its Subsidiaries or their respective assets by any government agency, in each case for an amount that exceeds Five Hundred Thousand Dollars ($500,000.00) and the same under subclauses (i) and (ii) hereof are not, within ten (10) days after the occurrence thereof, discharged or stayed (whether through the posting of a bond or otherwise); provided, however, no Credit Extensions shall be made during any ten (10) day cure period; and

(b) (i) any material portion of Borrower's or any of its Subsidiaries' assets is attached, seized, levied on, or comes into possession of a trustee or receiver, or (ii) any court order enjoins, restrains, or prevents Borrower or any of its Subsidiaries from conducting any part of its business;

8.5 Insolvency. (a) Borrower or any of its Subsidiaries is or becomes Insolvent; (b) Borrower or any of its Subsidiaries begins an Insolvency Proceeding (including by way of WHOA proceedings in the Netherlands); or (c) an Insolvency Proceeding is begun against Borrower or any of its Subsidiaries and not dismissed or stayed within forty-five (45) days (but no Credit Extensions shall be made while Borrower or any Subsidiary is Insolvent and/or until any Insolvency Proceeding is dismissed);

8.6 Other Agreements. There is a default in any agreement to which Borrower or any of its Subsidiaries is a party with a third party or parties resulting in a right by such third party or parties, whether or not exercised, to accelerate the maturity of any Indebtedness in an amount in excess of Five Hundred Thousand Dollars ($500,000.00) or that could reasonably be expected to have a Material Adverse Change;

8.7 Judgments. One or more judgments, orders, or decrees for the payment of money in an amount, individually or in the aggregate, of at least Five Hundred Thousand Dollars ($500,000.00) (not covered by independent third-party insurance as to which liability has been accepted by such insurance carrier) shall be rendered against Borrower or any of its Subsidiaries and shall remain unsatisfied, unvacated, or unstayed for a period of ten (10) days after the entry thereof (provided that no Credit Extensions will be made prior to the satisfaction, vacation, or stay of such judgment, order or decree);

8.8 Misrepresentations. Borrower or any of its Subsidiaries or any Person acting for Borrower or any of its Subsidiaries makes any representation, warranty, or other statement now or later in this Agreement, any Loan Document or in any writing delivered to Collateral Agent and/or Lenders or to induce Collateral Agent and/or the Lenders to enter this Agreement or any Loan Document, and such representation, warranty, or other statement is incorrect in any material respect when made;

8.9 Subordinated Debt. A default or breach occurs under any agreement between Borrower or any of its Subsidiaries and any creditor of Borrower or any of its Subsidiaries that signed a subordination, intercreditor, or other similar agreement with Collateral Agent or the Lenders, or any creditor that has signed such an agreement with Collateral Agent or the Lenders breaches any terms of such agreement;

8.10 Guaranty. (a) Any Guaranty terminates or ceases for any reason to be in full force and effect; (b) any Guarantor does not perform any obligation or covenant under any Guaranty; (c) any circumstance described in Sections 8.3, 8.4, 8.5, 8.7, or 8.8 occurs with respect to any Guarantor, or (d) the liquidation, winding up, or termination of existence of any Guarantor;

8.11 Governmental Approvals. Any Governmental Approval shall have been revoked, rescinded, suspended, modified in an adverse manner, or not renewed in the ordinary course for a full term *and* such revocation, rescission, suspension, modification or non-renewal has resulted in or could reasonably be expected to result in a Material Adverse Change;

8.12 Lien Priority. Any Lien created hereunder or by any other Loan Document shall at any time fail to constitute a valid and perfected Lien on any of the Collateral purported to be secured thereby, subject to no prior or equal Lien, other than Permitted Liens which are permitted to have priority in accordance with the terms of this Agreement; or

8.13 Delisting. The shares of common stock of Parent are delisted from NASDAQ Global Market because of failure to comply with continued listing standards thereof or due to a voluntary delisting which results in such shares not being listed on any other nationally recognized stock exchange in the United States having listing standards at least as restrictive as the NASDAQ Global Market.

9. RIGHTS AND REMEDIES

9.1 Rights and Remedies.

(a) Upon the occurrence and during the continuance of an Event of Default, Collateral Agent may, and at the written direction of Required Lenders shall, without notice or demand, do any or all of the following: (i) deliver notice of the Event of Default to Borrower, (ii) by notice to Borrower declare all Obligations immediately due and payable (but if an Event of Default described in Section 8.5 occurs all Obligations shall be immediately due and payable without any action by Collateral Agent or the Lenders) or (iii) by notice to Borrower suspend or terminate the obligations, if any, of the Lenders to advance money or extend credit for Borrower's benefit under this Agreement or under any other agreement between Borrower and Collateral Agent and/or the Lenders (but if an Event of Default described in Section 8.5 occurs all obligations, if any, of the Lenders to advance money or extend credit for Borrower's benefit under this Agreement or under any other agreement between Borrower and Collateral Agent and/or the Lenders shall be immediately terminated without any action by Collateral Agent or the Lenders).

(b) Without limiting the rights of Collateral Agent and the Lenders set forth in Section 9.1(a) above, upon the occurrence and during the continuance of an Event of Default, Collateral Agent shall have the right at the written direction of the Required Lenders, without notice or demand, to do any or all of the following:

(i) foreclose upon and/or sell or otherwise liquidate, the Collateral;

(ii) apply to the Obligations any (a) balances and deposits of Borrower that Collateral Agent or any Lender holds or controls, or (b) any amount held or controlled by Collateral Agent or any Lender owing to or for the credit or the account of Borrower; and/or

(iii) commence and prosecute an Insolvency Proceeding or consent to Borrower commencing any Insolvency Proceeding.

(c) Without limiting the rights of Collateral Agent and the Lenders set forth in Sections 9.1(a) and (b) above, upon the occurrence and during the continuance of an Event of Default, Collateral Agent shall have the right, without notice or demand, to do any or all of the following:

(i) settle or adjust disputes and claims directly with Account Debtors for amounts on terms and in any order that Collateral Agent considers advisable, notify any Person owing Borrower money of Collateral Agent's security interest in such funds, and verify the amount of such account;

(ii) make any payments and do any acts it considers necessary or reasonable to protect the Collateral and/or its security interest in the Collateral. Borrower shall assemble the Collateral if Collateral Agent requests and make it available in a location as Collateral Agent reasonably designates. Collateral Agent may enter premises where the Collateral is located, take and maintain possession of any part of the Collateral, and pay, purchase, contest, or compromise any Lien which appears to be prior or superior to its security interest and pay all expenses incurred. Borrower grants Collateral Agent a license to enter and occupy any of its premises, without charge, to exercise any of Collateral Agent's rights or remedies;

(iii) ship, reclaim, recover, store, finish, maintain, repair, prepare for sale, and/or advertise for sale, the Collateral. Collateral Agent is hereby granted a non-exclusive, royalty-free license or other right to use, without charge, Borrower's and each of its Subsidiaries' labels, patents, copyrights, mask works, rights of use of any name, trade secrets, trade names, trademarks, service marks, and advertising matter, or any similar property as it pertains to the Collateral, in completing production of, advertising for sale, and selling any Collateral and, in connection with Collateral Agent's exercise of its rights under this Section 9.1, Borrower's and each of its Subsidiaries' rights under all licenses and all franchise agreements inure to Collateral Agent, for the benefit of the Lenders;

(iv) place a "hold" on any account maintained with Collateral Agent or the Lenders and/or deliver a notice of exclusive control, any entitlement order, or other directions or instructions pursuant to any Control Agreement or other appropriate instrument under applicable law or similar agreements providing control of any Collateral;

(v) demand and receive possession of Borrower's Books;

(vi) appoint a receiver to seize, manage and realize any of the Collateral, and such receiver shall have any right and authority as any competent court will grant or authorize in accordance with any applicable law, including any power or authority to manage the business of Borrower or any of its Subsidiaries; and

(vii) subject to clauses 9.1(a) and (b), exercise all rights and remedies available to Collateral Agent and each Lender under the Loan Documents or at law or equity, including all remedies provided under the Code (including disposal of the Collateral pursuant to the terms thereof).

Notwithstanding any provision of this Section 9.1 to the contrary, upon the occurrence of any Event of Default, Collateral Agent shall have the right to exercise any and all remedies referenced in this Section 9.1 without the written consent of Required Lenders following the occurrence of an Exigent Circumstance. As used in the immediately preceding sentence, "**Exigent Circumstance**" means any event or circumstance that, in the reasonable judgment of Collateral Agent, imminently threatens the ability of Collateral Agent to realize upon all or any material portion of the Collateral, such as, without limitation, fraudulent removal, concealment, or abscondment thereof, destruction or material waste thereof, or failure of Borrower or any of its Subsidiaries after reasonable demand to maintain or reinstate adequate casualty insurance coverage, or which, in the judgment of Collateral Agent, could reasonably be expected to result in a material diminution in value of the Collateral.

9.2 Power of Attorney. Borrower hereby irrevocably appoints Collateral Agent as its lawful attorney-in-fact, exercisable upon the occurrence and during the continuance of an Event of Default, to: (a) endorse Borrower's or any of its Subsidiaries' name on any checks or other forms of payment or security; (b) sign Borrower's or any of its Subsidiaries' name on any invoice or bill of lading for any Account or drafts against Account Debtors; (c) settle and adjust disputes and claims about the Accounts directly with Account Debtors, for amounts and on terms Collateral Agent determines reasonable; (d) make, settle, and adjust all claims under Borrower's insurance policies; (e) pay, contest or settle any Lien, charge, encumbrance, security interest, and adverse claim in or to the Collateral, or any judgment based thereon, or otherwise take any action to terminate or discharge the same; and (f) transfer the Collateral into the name of Collateral Agent or a third party as the Code or any applicable law permits. Borrower hereby appoints Collateral Agent as its lawful attorney-in-fact to sign Borrower's or any of its Subsidiaries' name on

any documents necessary to perfect or continue the perfection of Collateral Agent's security interest in the Collateral regardless of whether an Event of Default has occurred until all Obligations (other than inchoate indemnity obligations) have been satisfied in full and Collateral Agent and the Lenders are under no further obligation to make Credit Extensions hereunder. Collateral Agent's foregoing appointment as Borrower's or any of its Subsidiaries' attorney in fact, and all of Collateral Agent's rights and powers, coupled with an interest, are irrevocable until all Obligations (other than inchoate indemnity obligations) have been fully repaid and performed and Collateral Agent's and the Lenders' obligation to provide Credit Extensions terminates.

9.3 Protective Payments. If Borrower or any of its Subsidiaries fail to obtain the insurance called for by Section 6.5 or fails to pay any premium thereon or fails to pay any other amount which Borrower or any of its Subsidiaries is obligated to pay under this Agreement or any other Loan Document, Collateral Agent may obtain such insurance or make such payment, and all amounts so paid by Collateral Agent are Lenders' Expenses and immediately due and payable, bearing interest at the Default Rate, and secured by the Collateral. Collateral Agent will make reasonable efforts to provide Borrower with notice of Collateral Agent obtaining such insurance or making such payment at the time it is obtained or paid or within a reasonable time thereafter. No such payments by Collateral Agent are deemed an agreement to make similar payments in the future or Collateral Agent's waiver of any Event of Default.

9.4 Application of Payments and Proceeds. Notwithstanding anything to the contrary contained in this Agreement, upon the occurrence and during the continuance of an Event of Default, (a) Borrower irrevocably waives the right to direct the application of any and all payments at any time or times thereafter received by Collateral Agent from or on behalf of Borrower or any of its Subsidiaries of all or any part of the Obligations, and, as between Borrower on the one hand and Collateral Agent and Lenders on the other, Collateral Agent shall have the continuing and exclusive right to apply and to reapply any and all payments received against the Obligations in such manner as Collateral Agent may deem advisable notwithstanding any previous application by Collateral Agent, and (b) the proceeds of any sale of, or other realization upon all or any part of the Collateral shall be applied: first, to the Lenders' Expenses; second, to accrued and unpaid interest on the Obligations (including any interest which, but for the provisions of the United States Bankruptcy Code, would have accrued on such amounts); third, to the principal amount of the Obligations outstanding; and fourth, to any other indebtedness or obligations of Borrower owing to Collateral Agent or any Lender under the Loan Documents. Any balance remaining shall be delivered to Borrower or to whoever may be lawfully entitled to receive such balance or as a court of competent jurisdiction may direct. In carrying out the foregoing, (x) amounts received shall be applied in the numerical order provided until exhausted prior to the application to the next succeeding category, and (y) each of the Persons entitled to receive a payment in any particular category shall receive an amount equal to its pro rata share of amounts available to be applied pursuant thereto for such category. Any reference in this Agreement to an allocation between or sharing by the Lenders of any right, interest or obligation "ratably," "proportionally" or in similar terms shall refer to Pro Rata Share unless expressly provided otherwise. Collateral Agent, or if applicable, each Lender, shall promptly remit to the other Lenders such sums as may be necessary to ensure the ratable repayment of each Lender's portion of any Term Loan and the ratable distribution of interest, fees and reimbursements paid or made by Borrower. Notwithstanding the foregoing, a Lender receiving a scheduled payment shall not be responsible for determining whether the other Lenders also received their scheduled payment on such date; provided, however, if it is later determined that a Lender received more than its ratable share of scheduled payments made on any date or dates, then such Lender shall remit to Collateral Agent or other Lenders such sums as may be necessary to ensure the ratable payment of such scheduled payments, as instructed by Collateral Agent. If any payment or distribution of any kind or character, whether in cash, properties or securities, shall be received by a Lender in excess of its ratable share, then the portion of such payment or distribution in excess of such Lender's ratable share shall be received by such Lender in trust for and shall be promptly paid over to the other Lender for application to the payments of amounts due on the other Lenders' claims. To the extent any payment for the account of Borrower is required to be returned as a voidable transfer or otherwise, the Lenders shall contribute to one another as is necessary to ensure that such return of payment is on a pro rata basis. If any Lender shall obtain possession of any Collateral, it shall hold such Collateral for itself and as agent and bailee for Collateral Agent and other Lenders for purposes of perfecting Collateral Agent's security interest therein.

9.5 Liability for Collateral. So long as Collateral Agent and the Lenders comply with reasonable banking practices regarding the safekeeping of the Collateral in the possession or under the control of Collateral Agent and the Lenders, Collateral Agent and the Lenders shall not be liable or responsible for: (a) the safekeeping of the Collateral; (b) any loss or damage to the Collateral; (c) any diminution in the value of the Collateral; or (d) any act or default of any carrier, warehouseman, bailee, or other Person. Borrower bears all risk of loss, damage or destruction of the Collateral.

9.6 No Waiver; Remedies Cumulative. Failure by Collateral Agent or any Lender, at any time or times, to require strict performance by Borrower of any provision of this Agreement or any other Loan Document shall not waive, affect, or diminish any right of Collateral Agent or any Lender thereafter to demand strict performance and compliance herewith or therewith. No waiver hereunder shall be effective unless signed by Collateral Agent and the Required Lenders and then is only effective for the specific instance and purpose for which it is given. The rights and remedies of Collateral Agent and the Lenders under this Agreement and the other Loan Documents are cumulative. Collateral Agent and the Lenders have all rights and remedies provided under the Code, any applicable law, by law, or in equity. The exercise by Collateral Agent or any Lender of one right or remedy is not an election, and Collateral Agent's or any Lender's waiver of any Event of Default is not a continuing waiver. Collateral Agent's or any Lender's delay in exercising any remedy is not a waiver, election, or acquiescence.

9.7 Demand Waiver. Borrower waives, to the fullest extent permitted by law, demand, notice of default or dishonor, notice of payment and nonpayment, notice of any default, nonpayment at maturity, release, compromise, settlement, extension, or renewal of accounts, documents, instruments, chattel paper, and guarantees held by Collateral Agent or any Lender on which Borrower or any Subsidiary is liable.

10. NOTICES

All notices, consents, requests, approvals, demands, or other communication (collectively, "**Communication**") by any party to this Agreement or any other Loan Document must be in writing and shall be deemed to have been validly served, given, or delivered: (a) upon the earlier of actual receipt and three (3) Business Days after deposit in the U.S. mail, first class, registered or certified mail return receipt requested, with proper postage prepaid; (b) upon transmission, when sent by facsimile or electronic mail transmission; (c) one (1) Business Day after deposit with a reputable overnight courier with all charges prepaid; or (d) when delivered, if hand-delivered by messenger, all of which shall be addressed to the party to be notified and sent to the address, facsimile number, or email address indicated below. Any of Collateral Agent, Lender or Borrower may change its mailing address, facsimile number, or email address by giving the other party written notice thereof in accordance with the terms of this Section 10.

If to Borrower:	CENTOGENE N.V. Am Strande 7 18055 Rostock Germany Attn: Chief Financial Officer Email: rene.just@centogene.com
with a copy (which shall not constitute notice) to:	NAUTADUTILH N.V. Beethovenstraat 400 1082 PR Amsterdam The Netherlands Attn: Paul vander Bijl / Saskia Heumakers Email: paul.vanderbijl@nautadutilh.com / Saskia.Heumakers@nautadutilh.com
If to Collateral Agent:	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

11. CHOICE OF LAW, VENUE AND JURY TRIAL WAIVER

New York law governs the Loan Documents without regard to principles of conflicts of law. Borrower, Lenders and Collateral Agent each submit to the exclusive jurisdiction of the State and Federal courts in the City of New York, Borough of Manhattan. NOTWITHSTANDING THE FOREGOING, COLLATERAL AGENT AND THE LENDERS SHALL HAVE THE RIGHT TO BRING ANY ACTION OR PROCEEDING AGAINST BORROWER OR ITS PROPERTY IN THE COURTS OF ANY OTHER JURISDICTION WHICH COLLATERAL AGENT AND THE LENDERS (IN ACCORDANCE WITH THE PROVISIONS OF SECTION 9.1) DEEM NECESSARY OR APPROPRIATE TO REALIZE ON THE COLLATERAL OR TO OTHERWISE ENFORCE COLLATERAL AGENT'S AND THE LENDERS' RIGHTS AGAINST BORROWER OR ITS PROPERTY. Borrower expressly submits and consents in advance to such jurisdiction in any action or suit commenced in any such court, and Borrower hereby waives any objection that it may have based upon lack of personal jurisdiction, improper venue, or forum non conveniens and hereby consents to the granting of such legal or equitable relief as is deemed appropriate by such court. Borrower hereby waives personal service of the summons, complaints, and other process issued in such action or suit and agrees that service of such summons, complaints, and other process may be made by registered or certified mail addressed to Borrower at the address set forth in, or subsequently provided by Borrower in accordance with, Section 10 of this Agreement and that service so made shall be deemed completed upon the earlier to occur of Borrower's actual receipt thereof or three (3) days after deposit in the U.S. mails, first class, registered or certified mail return receipt requested, proper postage prepaid.

If a party is represented by an attorney in connection with the signing and/or execution of this Agreement or any other Loan Document, and the relevant power of attorney is expressed to be governed by Dutch or any other law, that choice of law is hereby accepted by each other Party, in accordance with Article 14 of the Hague Convention on the Law Applicable to Agency of 14 March 1978.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BORROWER, COLLATERAL AGENT, AND THE LENDERS EACH WAIVE THEIR RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR BASED UPON THIS AGREEMENT, THE LOAN DOCUMENTS OR ANY CONTEMPLATED TRANSACTION, INCLUDING CONTRACT, TORT, BREACH OF DUTY AND ALL OTHER CLAIMS. THIS WAIVER IS A MATERIAL INDUCEMENT FOR EACH PARTY TO ENTER INTO THIS AGREEMENT. EACH PARTY HAS REVIEWED THIS WAIVER WITH ITS COUNSEL.

12. GENERAL PROVISIONS

12.1 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 and each Lender's prior written consent (which may be granted or withheld in Collateral Agent's and each Lender's discretion, subject to Section 12.6). The Lenders have the right, without the consent of or notice to Borrower, to sell, transfer, assign, pledge, negotiate, or grant participation in **(any** such sale, transfer, assignment, negotiation**,** or grant of a participation, a **"Lender Transfer")** all or any part of, or any interest in, the Lenders' obligations, rights, and benefits under this Agreement and the other Loan Documents; *provided*, *however*, that any such Lender Transfer (other than a transfer, pledge, sale or assignment to an Eligible Assignee) of its obligations, rights, and benefits under this Agreement and the other Loan Documents shall require the prior written consent of the Required Lenders (such approved assignee, an "**Approved Lender**")**.** Borrower and Collateral Agent shall be entitled to continue to deal solely and directly with such Lender in connection with the interests so assigned until Collateral Agent shall have received and accepted an effective assignment agreement in form satisfactory to Collateral Agent executed, delivered and fully completed by the applicable parties thereto, and

shall have received such other information regarding such Eligible Assignee or Approved Lender as Collateral Agent reasonably shall require. Notwithstanding anything to the contrary contained herein, so long as no Event of Default has occurred and is continuing, no Lender Transfer (other than a Lender Transfer in connection with (i) assignments by a Lender due to a forced divestiture at the request of any regulatory agency; or (ii) upon the occurrence of a default, event of default or similar occurrence with respect to a Lender's own financing or securitization transactions) shall be permitted, without Borrower's consent, to any Person which is an Affiliate or Subsidiary of Borrower, a direct competitor of Borrower or a vulture hedge fund, each as determined by Collateral Agent.

12.2 Indemnification. Borrower agrees to indemnify, defend and hold Collateral Agent and the Lenders and their respective directors, officers, employees, agents, attorneys, or any other Person affiliated with or representing Collateral Agent or the Lenders (each, an "**Indemnified Person**") harmless against: (a) all obligations, demands, claims, and liabilities (collectively, "**Claims**") asserted by any other party in connection with; related to; following; or arising from, out of or under, the transactions contemplated by the Loan Documents; and (b) all losses or Lenders' Expenses incurred, or paid by Indemnified Person in connection with; related to; following; or arising from, out of or under, the transactions contemplated by the Loan Documents between Collateral Agent, and/or the Lenders and Borrower (including reasonable attorneys' fees and expenses), except for Claims and/or losses directly caused by such Indemnified Person's gross negligence or willful misconduct. Borrower hereby further indemnifies, defends and holds each Indemnified Person harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements of any kind or nature whatsoever (including the fees and disbursements of counsel for such Indemnified Person) in connection with any investigative, response, remedial, administrative or judicial matter or proceeding, whether or not such Indemnified Person shall be designated a party thereto and including any such proceeding initiated by or on behalf of Borrower, and the reasonable expenses of investigation by engineers, environmental consultants and similar technical personnel and any commission, fee or compensation claimed by any broker (other than any broker retained by Collateral Agent or Lenders) asserting any right to payment for the transactions contemplated hereby which may be imposed on, incurred by or asserted against such Indemnified Person as a result of or in connection with the transactions contemplated hereby and the use or intended use of the proceeds of the loan proceeds except for liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements directly caused by such Indemnified Person's gross negligence or willful misconduct.

12.3 Time of Essence. Time is of the essence for the performance of all Obligations in this Agreement.

12.4 Severability of Provisions. Each provision of this Agreement is severable from every other provision in determining the enforceability of any provision.

12.5 Correction of Loan Documents. Collateral Agent and the Lenders may correct patent errors and fill in any blanks in this Agreement and the other Loan Documents consistent with the agreement of the parties**.**

12.6 Amendments in Writing; Integration. i) No amendment, modification, termination or waiver of any provision of this Agreement or any other Loan Document, no approval or consent thereunder, or any consent to any departure by Borrower or any of its Subsidiaries therefrom, shall in any event be effective unless the same shall be in writing and signed by Borrower, Collateral Agent and the Required Lenders provided that:

(i) no such amendment, waiver or other modification that would have the effect of increasing or reducing a Lender's Term Loan Commitment or Commitment Percentage shall be effective as to such Lender without such Lender's written consent;

(ii) no such amendment, waiver or modification that would affect the rights and duties of Collateral Agent shall be effective without Collateral Agent's written consent or signature;

(iii) no such amendment, waiver or other modification shall, unless signed by all the Lenders directly affected thereby, (A) reduce the principal of, rate of interest on or any fees with respect to any Term Loan or forgive any principal, interest (other than default interest) or fees (other than late charges) with respect to any Term Loan (B) postpone the date fixed for, or waive, any payment of principal of any Term Loan or of interest on any Term Loan (other than default interest) or any fees provided for hereunder (other than late charges or for any termination of any commitment); (C) change the definition of the term "**Required Lenders**" or the percentage of

Lenders which shall be required for the Lenders to take any action hereunder; (D) release all or substantially all of any material portion of the Collateral, authorize Borrower to sell or otherwise dispose of all or substantially all or any material portion of the Collateral or release any Guarantor of all or any portion of the Obligations or its guaranty obligations with respect thereto, except, in each case with respect to this clause (D), as otherwise may be expressly permitted under this Agreement or the other Loan Documents (including in connection with any disposition permitted hereunder); (E) amend, waive or otherwise modify this Section 12.6 or the definitions of the terms used in this Section 12.6 insofar as the definitions affect the substance of this Section 12.6; (F) consent to the assignment, delegation or other transfer by Borrower of any of its rights and obligations under any Loan Document or release Borrower of its payment obligations under any Loan Document, except, in each case with respect to this clause (F), pursuant to a merger or consolidation permitted pursuant to this Agreement; (G) amend any of the provisions of Section 9.4 or amend any of the definitions of Pro Rata Share, Term Loan Commitment, Commitment Percentage or that provide for the Lenders to receive their Pro Rata Shares of any fees, payments, setoffs or proceeds of Collateral hereunder; (H) subordinate the Liens granted in favor of Collateral Agent securing the Obligations; or (I) amend any of the provisions of Section 12.10. It is hereby understood and agreed that all Lenders shall be deemed directly affected by an amendment, waiver or other modification of the type described in the preceding clauses (C), (D), (E), (F), (G) and (H) of the preceding sentence;

(iv) the provisions of the foregoing clauses (i), (ii) and (iii) are subject to the provisions of any interlender or agency agreement among the Lenders and Collateral Agent pursuant to which any Lender may agree to give its consent in connection with any amendment, waiver or modification of the Loan Documents only in the event of the unanimous agreement of all Lenders.

(b) Other than as expressly provided for in Section 12.6(a)(i)-(iii), Collateral Agent may, if requested by the Required Lenders, from time to time designate covenants in this Agreement less restrictive by notification to a representative of Borrower.

(c) This Agreement and the Loan Documents represent the entire agreement about this subject matter and supersede prior negotiations or agreements. All prior agreements, understandings, representations, warranties, and negotiations between the parties about the subject matter of this Agreement and the Loan Documents merge into this Agreement and the Loan Documents.

12.7 Counterparts. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement.

12.8 Survival. All covenants, representations and warranties made in this Agreement continue in full force and effect until this Agreement has terminated pursuant to its terms and all Obligations (other than inchoate indemnity obligations and any other obligations which, by their terms, are to survive the termination of this Agreement) have been satisfied. The obligation of Borrower in Section 12.2 to indemnify each Lender and Collateral Agent, as well as the confidentiality provisions in Section 12.9 below, shall survive until the statute of limitations with respect to such claim or cause of action shall have run.

12.9 Confidentiality. In handling any confidential information of Borrower, the Lenders and Collateral Agent shall exercise the same degree of care that it exercises for their own proprietary information, but disclosure of information may be made: (a) subject to the terms and conditions of this Agreement, to the Lenders' and Collateral Agent's Subsidiaries or Affiliates, or in connection with a Lender's own financing or securitization transactions and upon the occurrence of a default, event of default or similar occurrence with respect to such financing or securitization transaction; (b) to prospective transferees (other than those identified in (a) above) or purchasers of any interest in the Credit Extensions (provided, however, the Lenders and Collateral Agent shall, except upon the occurrence and during the continuance of an Event of Default, obtain such prospective transferee's or purchaser's agreement to the terms of this provision or to similar confidentiality terms); (c) as required by law, regulation, subpoena, or other order; (d) to Lenders' or Collateral Agent's regulators or as otherwise required in connection with an examination or audit; (e) as Collateral Agent reasonably considers appropriate in exercising remedies under the Loan Documents; and (f) to third party service providers of the Lenders and/or Collateral Agent so long as such service providers have executed a confidentiality agreement with the Lenders and Collateral Agent with terms no less restrictive than those contained herein. Confidential information does not include information that either: (i) is in the public domain or in the Lenders'

and/or Collateral Agent's possession when disclosed to the Lenders and/or Collateral Agent, or becomes part of the public domain after disclosure to the Lenders and/or Collateral Agent; or (ii) is disclosed to the Lenders and/or Collateral Agent by a third party, if the Lenders and/or Collateral Agent does not know that the third party is prohibited from disclosing the information. Collateral Agent and the Lenders may use confidential information for any purpose, including, without limitation, for the development of client databases, reporting purposes, and market analysis. The provisions of the immediately preceding sentence shall survive the termination of this Agreement. The agreements provided under this Section 12.9 supersede all prior agreements, understanding, representations, warranties, and negotiations between the parties about the subject matter of this Section 12.9.

12.10 Public Announcement. Notwithstanding anything else herein to the contrary, once Parent makes a public announcement of the transactions contemplated by this Agreement, Borrower hereby agrees that Collateral Agent and each Lender may make a public announcement of the transactions contemplated by this Agreement, and may publicize the same on its company website, in marketing materials, newspapers and other publications, and otherwise, and in connection therewith may use Borrower's name, tradenames, logos, and any information related to the transactions to the extent such information is not confidential.

12.11 Right of Set Off. Borrower hereby grants to Collateral Agent and to each Lender, a lien, security interest and right of set off as security for all Obligations to Collateral Agent and each Lender hereunder, whether now existing or hereafter arising upon and against all deposits, credits, collateral and property, now or hereafter in the possession, custody, safekeeping or control of Collateral Agent or the Lenders or any entity under the control of Collateral Agent or the Lenders (including a Collateral Agent affiliate) or in transit to any of them. At any time after the occurrence and during the continuance of an Event of Default, without demand or notice, Collateral Agent or the Lenders may set off the same or any part thereof and apply the same to any liability or obligation of Borrower even though unmatured and regardless of the adequacy of any other collateral securing the Obligations. ANY AND ALL RIGHTS TO REQUIRE COLLATERAL AGENT TO EXERCISE ITS RIGHTS OR REMEDIES WITH RESPECT TO ANY OTHER COLLATERAL WHICH SECURES THE OBLIGATIONS, PRIOR TO EXERCISING ITS RIGHT OF SETOFF WITH RESPECT TO SUCH DEPOSITS, CREDITS OR OTHER PROPERTY OF BORROWER ARE HEREBY KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVED.

12.12 Cooperation of Borrower. If necessary, Borrower agrees to (i) execute any documents (including new Secured Promissory Notes) reasonably required to effectuate and acknowledge each assignment of a Term Loan Commitment or Loan to an assignee in accordance with Section 12.1, (ii) make Borrower's management available to meet with Collateral Agent and prospective participants and assignees of Term Loan Commitments or Credit Extensions (which meetings shall be conducted no more often than twice every twelve months unless an Event of Default has occurred and is continuing), and (iii) assist Collateral Agent or the Lenders in the preparation of information relating to the financial affairs of Borrower as any prospective participant or assignee of a Term Loan Commitment or Term Loan reasonably may request. Subject to the provisions of Section 12.9, Borrower authorizes each Lender to disclose to any prospective participant or assignee of a Term Loan Commitment, any and all information in such Lender's possession concerning Borrower and its financial affairs which has been delivered to such Lender by or on behalf of Borrower pursuant to this Agreement, or which has been delivered to such Lender by or on behalf of Borrower in connection with such Lender's credit evaluation of Borrower prior to entering into this Agreement.

12.13 Borrower Liability. Any Borrower may, acting singly, request Credit Extensions hereunder. Each Borrower hereby appoints the other as agent for the other for all purposes hereunder, including with respect to requesting Credit Extensions hereunder. Each Borrower hereunder shall be jointly and severally obligated to repay all Credit Extensions made hereunder, regardless of which Borrower actually receives said Credit Extension, as if each Borrower hereunder directly received all Credit Extensions. Each Borrower waives (a) any suretyship defenses available to it under the Code or any other applicable law, and (b) any right to require Collateral Agent or any Lender to: (i) proceed against any Borrower or any other person; (ii) proceed against or exhaust any security; or (iii) pursue any other remedy. Collateral Agent and or any Lender may exercise or not exercise any right or remedy it has against any Borrower or any security it holds (including the right to foreclose by judicial or non-judicial sale) without affecting any Borrower's liability. Notwithstanding any other provision of this Agreement or other related document, each Borrower irrevocably waives all rights that it may have at law or in equity (including, without limitation, any law subrogating Borrower to the rights of Collateral Agent and the Lenders under this Agreement) to seek contribution, indemnification or any other form of reimbursement from any other Borrower, or any other Person now or hereafter

primarily or secondarily liable for any of the Obligations, for any payment made by Borrower with respect to the Obligations in connection with this Agreement or otherwise and all rights that it might have to benefit from, or to participate in, any security for the Obligations as a result of any payment made by Borrower with respect to the Obligations in connection with this Agreement or otherwise. Any agreement providing for indemnification, reimbursement or any other arrangement prohibited under this Section shall be null and void. If any payment is made to a Borrower in contravention of this Section, such Borrower shall hold such payment in trust for Collateral Agent and the Lenders and such payment shall be promptly delivered to Collateral Agent for application to the Obligations, whether matured or unmatured.

12.14 Parallel Debt.

(a) For the purpose of this this Section 12.14, the following terms shall have the following meaning:

"**Parallel Debt**" means in relation to any Borrower and Guarantor, at any given time an amount equal to the aggregate of the Principal Obligations at that time expressed in the relevant currency; and

"**Principal Obligations**" means, in relation to any Borrower and Guarantor and at any given time, each amount (whether matured or not) owing by such Borrower and/or Guarantor (as applicable) at that time to a Lender under the Loan Documents (other than the Parallel Debt).

(b) Without prejudice to the other provisions of the Loan Documents and for the purpose of ensuring and preserving the validity, effect and continuity of the security rights granted and to be granted by any Borrower and Guarantor pursuant to any Dutch Security Document and German Security Documents, Borrower and Guarantors hereby unconditionally an irrevocably undertakes to pay to Collateral Agent its Parallel Debt on terms and conditions specified in this Section 12.14(b) (the aforesaid being the "**Parallel Debt Covenant**").

(c) Borrower, Guarantors and Collateral Agent acknowledge that (i) for this purpose the Parallel Debt created pursuant to the Parallel Debt Covenant constitutes undertakings, obligations and liabilities of such Borrower and Guarantor to the Collateral Agent that are separate and independent from, and without prejudice to, the Principal Obligations and (ii) the relevant Parallel Debt represents Collateral Agent's own claim against Borrower and/or Guarantor (as applicable) to receive payment of the relevant Parallel Debt, provided that the total amount which may become due under the relevant Parallel Debt shall never exceed the total amount which may become due under the relevant Principal Obligations.

(d) Borrower and Guarantors may not pay any of their Parallel Debt other than at the instruction of, and in the manner determined by, Collateral Agent. Without prejudice to the preceding sentence, Borrower and Guarantors shall be obliged to pay the Parallel Debt (or if such Person's Principal Obligations are due at different times, an amount of the relevant Parallel Debt corresponding to its relevant Principal Obligations) only when its relevant Principal Obligations have fallen due.

(e) Any payment made, or amount recovered, in respect of the Parallel Debt shall reduce the relevant Principal Obligations to any Lender by the amount such Lender has received out of that payment or recovery under the Loan Documents.

(f) All parties acknowledge and agree with the provisions of this Section 12.14.

12.15 Limitations - Germany.

(a) **Definitions**. In this Section 12.15:

"**GmbHG**" means the German Limited Liability Companies Act (*Gesetz betreffend die Gesellschaften mit beschränkter Haftung*);

"**HGB**" means the German Commercial Code (*Handelsgesetzbuch*);

"**Net Assets**" means the aggregate of the German Borrower's (or, in the case of a GmbH & Co. KG, its general partner's) assets (consisting of all assets which correspond to the items set forth in section 266 para 2 A, B, C, D and E HGB), less the aggregate amount of such German Borrower's (or, in the case of a GmbH & Co. KG, its general partner's) liabilities (consisting of all liabilities and liability reserves which correspond to the items set forth in section 266 para 3 B, C, D and E HGB); provided that any obligations (*Verbindlichkeiten*) of the German Borrower (and, in the case of a GmbH & Co. KG, of its general partner) (or any accruals (*Rückstellungen*) therefor) for an enforcement of the Liability:

(1) which are subordinated by law or by contract to any Indebtedness outstanding under the Loan Documents (including, for the avoidance of doubt, obligations that would in an insolvency be subordinated pursuant to section 39 para 1 no 5 or section 39 para 2 of the German Insolvency Code (*Insolvenzordnung*)) and including obligations under guarantees for obligations which are so subordinated;

(2) under the Liability; and

(3) incurred in violation of any of the provisions of a Loan Document

shall be disregarded.

The Net Assets shall be determined in accordance with the generally accepted accounting principles applicable from time to time in Germany (*Grundsätze ordnungsmäßiger Buchführung*) and be based on the same principles that were applied by German Borrower in the preparation of its most recent annual balance sheet (*Jahresbilanz*);

"**Liability**" means the joint and several liability pursuant to Section 12.13;

"**Protected Capital**" means, in relation to German Borrower, the aggregate amount of:

(1) its share capital (*Stammkapital*) as registered in the commercial register (*Handelsregister*) provided that any increase registered after the date of this Agreement shall (i) not be taken into account unless such increase has been effected with the prior written consent of the Collateral Agent (even if such increase is permitted under any Loan Document) and (ii) otherwise be taken into account only to the extent it is fully paid up; and

(2) its amount of profits (*Gewinne*) or reserves (*Rücklagen*) which are not available for distribution to its shareholder(s) in accordance with section 268 para 8 HGB; and

"**Up-stream and/or Cross-stream Liability**" means the Liability if and to the extent it relates to Obligations of a Person which is a shareholder of German Borrower or an affiliated company (*verbundenes Unternehmen*) of such shareholder within the meaning of section 16, 17 or 18 of the German Stock Corporation Act (*Aktiengesetz*) (other than German Borrower and its Subsidiaries, provided that it shall not constitute an Up-stream or Cross-stream Liability if and to the extent the Liability relates to Obligations in respect of any funds or financial accommodation made available under a Loan Document to or at the request of any Borrower and on-lent or otherwise passed on to, or issued for the benefit of, the German Borrower or any of its Subsidiaries and outstanding from time to time.

(b) **Limitation on enforcement:** Each of the Collateral Agent and Lenders agrees that the enforcement of the Liability shall be limited if and to the extent that German Borrower can show that:

(i) the Liability is an Up-stream and/or Cross-stream Liability; and

(ii) payment under the Liability would otherwise:

(1) have the effect of reducing the German Borrower's Net Assets to an amount that is lower than the amount of its Protected Capital or, if the amount of the Net Assets is already lower than the amount of its Protected Capital, cause the Net Assets to be further reduced; and

(2) thereby give rise to a violation of the capital maintenance requirement as set out in section 30 para 1 GmbHG; and

(3) thereby give rise to personal liability of a director of German Borrower despite the Federal Court (*Bundesgerichtshof*) rulings BGH, 10/1/2017 – II ZR 94/15 and BGH, 21.3.2017 – II ZR 93/16 and the director's diligent assessment of German Borrower's recoverable indemnification claim (*werthaltiger Freistellungsanspruch*) at the date of this Agreement,

(a "**Limitation Event**"), provided that German Borrower has complied with its obligations under paragraphs (c) through (e) below.

(c) **Management Determination**. Within ten (10) Business Days after a payment demand under the Liability has been made, German Borrower shall provide a certificate signed by its directors confirming in writing (i) if and to what extent the Liability is an Up-stream and/or Cross-stream Liability and (ii) whether an enforcement of the Lability would lead to a Limitation Event (the "**Management Determination**"). Such confirmation shall comprise an up-to-date balance sheet of German Borrower and a detailed calculation (based on the provisions of this Agreement) of the amount of the relevant Net Assets and Protected Capital. German Borrower shall fulfil its obligations under the Liability within three (3) Business Days of providing the Management Determination (and each of Collateral Agent and Lenders shall be entitled to enforce the Liability) in an amount which, pursuant to the Management Determination, would not cause a Limitation Event (irrespective of whether or not the Collateral Agent agrees with the Management Determination).

(d) **Auditors Determination**. If Collateral Agent (acting on the instructions of the Required Lenders) disagrees with the Management Determination, it may within twenty (20) Business Days of its receipt request the German Borrower to deliver (at German Borrower's own cost and expense), within twenty (20) Business Days of such request an up-to-date balance sheet of German Borrower drawn-up by a firm of auditors appointed by German Borrower in consultation with the Collateral Agent, together with (i) a detailed calculation, based on the provisions of this Agreement, of the amount of the relevant Net Assets and Protected Capital (the "**Auditor's Determination**") and (ii) a confirmation if and to what extent the Liability is an Up-stream and/or Cross-stream Liability and (ii) whether an enforcement of the Liability would result in a Limitation Event. German Borrower shall fulfil its obligations under the Liability within three (3) Business Days of providing the Auditor's Determination (and each of Collateral Agent and Lenders shall be entitled to enforce the Liability) in an amount which, pursuant to the Auditor's Determination, would not cause a Limitation Event. In case the amount enforceable pursuant to the Auditor's Determination is lower than the amount enforceable pursuant to the Management Determination and if and to the extent that the Liability has been enforced up to the higher amount, each of Collateral Agent and Lenders (other than the Collateral Agent in respect of the amounts already distributed to the Lenders) shall upon written demand by German Borrower to the Collateral Agent (which must be made within twenty (20) Business Days of the delivery of the Auditor's Determination) repay any proceeds from the enforcement of such Lability received by such Lender in an amount equal to the difference.

(e) **Disposals**. In case it claims a Limitation Event has occurred, German Borrower shall do everything legally permitted and commercially justifiable to minimize the limitation of the enforcement of the Liability under this Section 12.15 and, in particular, German Borrower shall, to the extent legally permitted, promptly, but in any event within three (3) months, realize, at least at market value, assets (i) that are shown in its balance sheet with a book value (*Buchwert*) which is, in the Collateral Agent's reasonable determination, significantly lower than their market value and that are not necessary for German Borrower's business (*nicht betriebsnotwendig*) or (ii) that can be realized by sale-and-lease-back transactions (or transactions of similar nature) or replaced by retaining services by a third person. Following the disposal, German Borrower shall promptly provide an updated, detailed calculation of the Net Assets (taking into account the disposal proceeds) to the Collateral Agent. Such calculation shall, upon the Collateral Agent's request, be confirmed by German Borrower's auditors within twenty (20) Business Days.

(f) **No prejudice.** No reduction of the amount enforceable pursuant to this Section 12.15 will prejudice the right of Collateral Agent or Lenders to continue to enforce the Liability (subject always to the operation of the limitations set out above at the time of such enforcement) until full satisfaction of the Obligations covered by the Liability.

13. DEFINITIONS AND CONSTRUCTION

13.1 Definitions. As used in this Agreement, the following terms have the following meanings:

"**1-Month CME Term SOFR**" is the 1-month CME Term SOFR reference rate as published by the CME Term SOFR Administrator on the CME Term SOFR Administrator's Website.

"**Account**" is any "account" as defined in the Code with such additions to such term as may hereafter be made, and includes, without limitation, all accounts receivable and other sums owing to Borrower.

"**Account Debtor**" is any "account debtor" as defined in the Code with such additions to such term as may hereafter be made.

"**Affiliate**" of any Person is a Person that owns or controls directly or indirectly the Person, any Person that controls or is controlled by or is under common control with the Person, and each of that Person's senior executive officers, directors, partners and, for any Person that is a limited liability company, that Person's managers and members.

"**Agreement**" is defined in the preamble hereof.

"**Amortization Date**" is March 1, 2025.

"**Annual Projections**" is defined in Section 6.2(a).

"**Anti-Terrorism Laws**" are any laws relating to terrorism or money laundering, including Executive Order No. 13224 (effective September 24, 2001), the USA PATRIOT Act, the laws comprising or implementing the Bank Secrecy Act, and the laws administered by OFAC.

"**Approved Fund**" is any (a) Person, investment company, fund, securitization vehicle or conduit that is (or will be) engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its business and that is administered or managed by (i) a Lender, (ii) an Affiliate of a Lender, or (iii) a Person (other than a natural person) or an Affiliate of a Person (other than a natural person) that administers or manages a Lender, or (b) any Person (other than a natural person) which temporarily warehouses loans, or provides financing or securitizations, in each case, for any Lender or any entity described in the preceding clause (a).

"**Approved Lender**" is defined in Section 12.1.

"**Basic Rate**" is with respect to each Term Loan, the per annum rate of interest (based on a year of three hundred sixty (360) days) equal to (a) the greater of (i) the 1-Month CME Term SOFR on the last Business Day of the month that immediately precedes the month in which the interest will accrue and (ii) seven hundredths percent (0.07%), plus (b) seven and ninety-three hundredths percent (7.93%). Notwithstanding the foregoing, (i) in no event shall the Basic Rate for any Term Loan be less than eight percent (8.00%), and (ii) if the 1-Month CME Term SOFR no longer exists, Collateral Agent may, in good faith and with reference to the margin above such interest rate in this definition, amend this Agreement to replace the 1-Month CME Term SOFR with a replacement interest rate and replacement margin above such interest rate that results in a substantially similar interest rate floor and total rate in effect immediately prior to the effectiveness of such replacement interest rate and replacement margin, and any such amendment shall become effective at 5:00 p.m. Eastern time on the third Business Day after Collateral Agent has notified Borrower of such amendment. Any determination, decision or election that may be made by Collateral Agent pursuant hereto will be conclusive and binding absent manifest error and may be made in Collateral Agent's sole discretion and without consent from any other party.

"**Blocked Person**" is any Person: (a) listed in the annex to, or is otherwise subject to the provisions of, Executive Order No. 13224, (b) a Person owned or controlled by, or acting for or on behalf of, any Person that is listed in the annex to, or is otherwise subject to the provisions of, Executive Order No. 13224, (c) a Person with which any Lender is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law, (d) a Person that commits, threatens or conspires to commit or supports "terrorism" as defined in Executive Order No. 13224, or (e) a Person that is named a "specially designated national" or "blocked person" on the most current list published by OFAC or other similar list.

"**Borrower**" is defined in the preamble hereof.

"**Borrower's Books**" are Borrower's or any of its Subsidiaries' books and records including ledgers, federal, and state tax returns, records regarding Borrower's or its Subsidiaries' assets or liabilities, the Collateral, business operations or financial condition, and all computer programs or storage or any equipment containing such information.

"**Business Day**" is any day that is not a Saturday, Sunday or a day on which Collateral Agent is closed.

"**Cash Equivalents**" are (a) marketable direct obligations issued or unconditionally guaranteed by the United States or any agency or any State thereof having maturities of not more than one (1) year from the date of acquisition; (b) commercial paper maturing no more than one (1) year after its creation and having the highest rating from either Standard & Poor's Ratings Group or Moody's Investors Service, Inc., and (c) certificates of deposit maturing no more than one (1) year after issue provided that the account in which any such certificate of deposit is maintained is subject to a Control Agreement or other appropriate instrument under applicable law in favor of Collateral Agent. For the avoidance of doubt, the direct purchase by Borrower or any of its Subsidiaries of any Auction Rate Securities, or purchasing participations in, or entering into any type of swap or other derivative transaction, or otherwise holding or engaging in any ownership interest in any type of Auction Rate Security by Borrower or any of its Subsidiaries shall be conclusively determined by the Lenders as an ineligible Cash Equivalent, and any such transaction shall expressly violate each other provision of this Agreement governing Permitted Investments. Notwithstanding the foregoing, Cash Equivalents does not include and Borrower, and each of its Subsidiaries, are prohibited from purchasing, purchasing participations in, entering into any type of swap or other equivalent derivative transaction, or otherwise holding or engaging in any ownership interest in any type of debt instrument, including, without limitation, any corporate or municipal bonds with a long-term nominal maturity for which the interest rate is reset through a dutch auction and more commonly referred to as an auction rate security (each, an "**Auction Rate Security**").

"**Centogene Switzerland**" means Centogene Switzerland AG, a company formed under the laws of Switzerland.

"**Claims**" are defined in Section 12.2.

"**CME Term SOFR Administrator**" is CME Group Benchmark Administration Limited, as administrator of the forward-looking term SOFR, or any successor administrator.

"**CME Term SOFR Administrator's Website**" is the website of the CME Group Benchmark Administrator at http://www.cmegroup.com, or any successor source.

"**Code**" is the Uniform Commercial Code, as the same may, from time to time, be enacted and in effect in the State of New York; provided, that, to the extent that the Code is used to define any term herein or in any Loan Document and such term is defined differently in different Articles or Divisions of the Code, the definition of such term contained in Article or Division 9 shall govern; provided further, that in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection, or priority of, or remedies with respect to, Collateral Agent's Lien on any Collateral is governed by the Uniform Commercial Code in effect in a jurisdiction other than the State of New York, the term "Code" shall mean the Uniform Commercial Code as enacted and in effect in such other jurisdiction solely for purposes of the provisions thereof relating to such attachment, perfection, priority, or remedies and for purposes of definitions relating to such provisions.

"**Collateral**" is (a) in the case of US Borrower, any and all properties, rights and assets of US Borrower described on Exhibit A, (b) in the case of the German Borrower, the collateral described in the German Security Documents, (c) in the case of the Parent and Centosafe, the collateral described in the Dutch Security Documents, and (d) in the case of any other Borrower or Guarantor, the collateral described in security documents that are Loan Documents for such Person.

"**Collateral Account**" is any Deposit Account, Securities Account, or Commodity Account, or any other bank account maintained by Borrower or any Subsidiary at any time.

"**Collateral Agent**" is, Oxford, not in its individual capacity, but solely in its capacity as agent on behalf of and for the benefit of the Lenders.

"**Commitment Percentage**" is set forth in Schedule 1.1, as amended from time to time.

"**Commodity Account**" is any "commodity account" as defined in the Code with such additions to such term as may hereafter be made.

"**Communication**" is defined in Section 10.

"**Compliance Certificate**" is that certain certificate in the form attached hereto as Exhibit C.

"**Constitutional Documents**" means in respect of any Person its deed of incorporation and articles of association or any equivalent documents.

"**Contingent Obligation**" is, for any Person, any direct or indirect liability, contingent or not, of that Person for (a) any indebtedness, lease, dividend, letter of credit or other obligation of another such as an obligation directly or indirectly guaranteed, endorsed, co-made, discounted or sold with recourse by that Person, or for which that Person is directly or indirectly liable; (b) any obligations for undrawn letters of credit for the account of that Person; and (c) all obligations from any interest rate, currency or commodity swap agreement, interest rate cap or collar agreement, or other agreement or arrangement designated to protect a Person against fluctuation in interest rates, currency exchange rates or commodity prices; but "Contingent Obligation" does not include endorsements in the ordinary course of business. The amount of a Contingent Obligation is the stated or determined amount of the primary obligation for which the Contingent Obligation is made or, if not determinable, the maximum reasonably anticipated liability for it determined by the Person in good faith; but the amount may not exceed the maximum of the obligations under any guarantee or other support arrangement.

"**Control Agreement**" is any control agreement entered into among the depository institution at which Borrower or any Subsidiary that is a Guarantor maintains a Deposit Account or the securities intermediary or commodity intermediary at which Borrower or such Subsidiary maintains a Securities Account or a Commodity Account, Borrower and such Subsidiary, and Collateral Agent pursuant to which Collateral Agent obtains control (within the meaning of the Code) for the benefit of the Lenders over such Deposit Account, Securities Account, or Commodity Account.

"**Copyrights**" are any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret.

"**Credit Extension**" is any Term Loan or any other extension of credit by Collateral Agent or Lenders for Borrower's benefit.

"**Default Rate**" is defined in Section 2.3(b).

"**Deposit Account**" is any "deposit account" as defined in the Code with such additions to such term as may hereafter be made.

"**Designated Deposit Account**" is Parent's deposit account, account number ending in 6500, maintained with Commerzbank AG.

"**Disbursement Letter**" is that certain form attached hereto as Exhibit B.

"**Division**" means, in reference to any Person which is an entity, the division of such Person into two (2) or more separate Persons, with the dividing Person either continuing or terminating its existence as part of such division, including, without limitation, as contemplated under Section 18-217 of the Delaware Limited Liability Company Act for limited liability companies formed under Delaware law, or any analogous action taken pursuant to any other applicable law with respect to any corporation, limited liability company, partnership or other entity.

"**Dollars**," "**dollars**" and "$" each mean lawful money of the United States.

"**Dutch Civil Code**" means the Dutch Civil Code (Burgerlijk Wetboek).

"**Dutch Security Documents**" means (a) the Dutch law governed deed of pledge of receivables, moveable assets and IP security assets among Parent and Centosafe as pledgors and Collateral Agent as pledgee, and (b) the Dutch law governed deed of first right of pledge among Parent, as pledgor, Centosafe, as the company and Collateral Agent as pledgee.

"**Effective Date**" is defined in the preamble of this Agreement.

"**Eligible Assignee**" is (i) a Lender, (ii) an Affiliate of a Lender, (iii) an Approved Fund and (iv) any commercial bank, savings and loan association or savings bank or any other entity which is an "accredited investor" (as defined in Regulation D under the Securities Act of 1933, as amended) and which extends credit or buys loans as one of its businesses, including insurance companies, mutual funds, lease financing companies and commercial finance companies, in each case, which either (A) has a rating of BBB or higher from Standard & Poor's Rating Group and a rating of Baa2 or higher from Moody's Investors Service, Inc. at the date that it becomes a Lender or (B) has total assets in excess of Five Billion Dollars ($5,000,000,000.00), and in each case of clauses (i) through (iv), which, through its applicable lending office, is capable of lending to Borrower without the imposition of any withholding or similar taxes; provided that notwithstanding the foregoing, "Eligible Assignee" shall not include, unless an Event of Default has occurred and is continuing, (i) Borrower or any of Borrower's Affiliates or Subsidiaries or (ii) a direct competitor of Borrower or a vulture hedge fund, each as determined by Collateral Agent. Notwithstanding the foregoing, (x) in connection with assignments by a Lender due to a forced divestiture at the request of any regulatory agency, the restrictions set forth herein shall not apply and Eligible Assignee shall mean any Person or party and (y) in connection with a Lender's own financing or securitization transactions, the restrictions set forth herein shall not apply and Eligible Assignee shall mean any Person or party providing such financing or formed to undertake such securitization transaction and any transferee of such Person or party upon the occurrence of a default, event of default or similar occurrence with respect to such financing or securitization transaction; provided that no such sale, transfer, pledge or assignment under this clause (y) shall release such Lender from any of its obligations hereunder or substitute any such Person or party for such Lender as a party hereto until Collateral Agent shall have received and accepted an effective assignment agreement from such Person or party in form satisfactory to Collateral Agent executed, delivered and fully completed by the applicable parties thereto, and shall have received such other information regarding such Eligible Assignee as Collateral Agent reasonably shall require.

"**Equipment**" is all "equipment" as defined in the Code with such additions to such term as may hereafter be made, and includes without limitation all machinery, fixtures, goods, vehicles (including motor vehicles and trailers), and any interest in any of the foregoing.

"**ERISA**" is the Employee Retirement Income Security Act of 1974, as amended, and its regulations.

"**Excluded Account**" is defined in Section 6.6(b).

"**Event of Default**" is defined in Section 8.

"**Facility Fee**" is defined in Section 2.5(a).

"**Federal Reserve Bank of New York's Website**" means the website of the Federal Reserve Bank of New York at http://www.newyorkfed.org, or any successor source.

"**Final Payment**" is a payment (in addition to and not a substitution for the regular monthly payments of principal plus accrued interest) due on the earliest to occur of (a) the Maturity Date, or (b) the acceleration of any Term Loan, or (c) the prepayment of a Term Loan pursuant to Section 2.2(c) or (d), equal to the original principal amount of such Term Loan multiplied by the Final Payment Percentage, payable to Lenders in accordance with their respective Pro Rata Shares.

"**Final Payment Percentage**" is (a) with respect to any Term A Loan, five and three quarters percent (5.75%) and (b) with respect to any Term B Loan, (i) five and three quarters percent (5.75%) if the Funding Date of such Term B Loan is prior to October 1, 2022, (ii) four and ninety-five hundredths percent (4.95%) if the Funding Date is on or after October 1, 2022 through and including December 31, 2022, (iii) four and one half percent (4.50%) if the Funding Date is on or after January 1, 2023 through and including March 31, 2023 and (iv) four percent (4.00%) if the Funding Date is on or after April 1, 2023 through and including July 31, 2023.

"**FMSA**" means the Dutch Financial Markets Supervision Act (*Wet op het financieel toezicht*), as amended from time to time.

"**Funding Date**" is any date on which a Credit Extension is made to or on account of Borrower which shall be a Business Day.

"**General Intangibles**" are all "general intangibles" as defined in the Code in effect on the date hereof with such additions to such term as may hereafter be made, and includes without limitation, all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work, whether published or unpublished, any patents, trademarks, service marks and, to the extent permitted under applicable law, any applications therefor, whether registered or not, any trade secret rights, including any rights to unpatented inventions, payment intangibles, royalties, contract rights, goodwill, franchise agreements, purchase orders, customer lists, route lists, telephone numbers, domain names, claims, income and other tax refunds, security and other deposits, options to purchase or sell real or personal property, rights in all litigation presently or hereafter pending (whether in contract, tort or otherwise), insurance policies (including without limitation key man, property damage, and business interruption insurance), payments of insurance and rights to payment of any kind.

"**German Account Pledge Agreement**" means the German law account pledge agreement (*Kontoverpfändungsvertrag*) in relation to all the bank accounts of Centogene Germany and the Parent in Germany between, *inter alios*, Collateral Agent as pledgee and Centogene Germany and the Parent as pledgors.

"**German Borrower**" means Centogene Germany and any other Borrower incorporated or established in the Federal Republic of Germany.

"**German IP Security Agreement**" means the German law security assignment agreement in relation to all Intellectual Property of German Borrower between Collateral Agent as assignee and the German Borrower as assignor.

"**German Security Assignment Agreement**" means the German law security assignment agreement (*Sicherungsabtretungsvertrag*) in relation to all accounts receivable, insurance receivables and intercompany loan receivables of German Borrower between Collateral Agent as assignee and German Borrower as assignor.

"**German Security Transfer Agreement**" means the German law security transfer agreement (*Sicherungsübereignungsvertrag*) in relation to all moveable assets of German Borrower located at its premises at Am Strande 7, 18055 Rostock, Germany, between Collateral Agent as transferee and German Borrower as transferor.

"**German Share Pledge Agreement**" means the German law share pledge agreement (*Geschäftsanteilsverpfändungsvertrag*) in relation to all the shares in German Borrower between, *inter alios*, Collateral Agent and the Lenders as pledgees and the Parent as pledgor.

"**German Security Documents**" means the German Account Pledge Agreement, the German Security Assignment Agreement, the German Share Pledge Agreement, the German IP Security Agreement and the German Security Transfer Agreement.

"**Good Faith Deposit**" is defined in Section 2.5(e).

"**Governmental Approval**" is any consent, authorization, approval, order, license, franchise, permit, certificate, accreditation, registration, filing or notice, of, issued by, from or to, or other act by or in respect of, any Governmental Authority.

"**Governmental Authority**" is any nation or government, any state or other political subdivision thereof, any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative functions of or pertaining to government, any securities exchange and any self-regulatory organization.

"**Group**" is the Parent and each of its Subsidiaries.

"**Guarantor**" is any Person providing a Guaranty in favor of Collateral Agent.

"**Guaranty**" is any guarantee of all or any part of the Obligations, as the same may from time to time be amended, restated, modified or otherwise supplemented.

"**IFRS**" is the International Financial Reporting Standards as issued by the International Accounting Standards Board.

"**Indebtedness**" is (a) indebtedness for borrowed money or the deferred price of property or services, such as reimbursement and other obligations for surety bonds and letters of credit, (b) obligations evidenced by notes, bonds, debentures or similar instruments, (c) capital lease obligations, and (d) Contingent Obligations.

"**Indemnified Person**" is defined in Section 12.2.

"**Insolvency Proceeding**" is any proceeding by or against any Person under the United States Bankruptcy Code, or any other bankruptcy or insolvency law, including assignments for the benefit of creditors, compositions, extensions generally with its creditors, or proceedings seeking reorganization, arrangement, or other relief, including, in relation to any procedure or step taken in the Netherlands, bankruptcy (*faillissement*), suspension of payments (*surseance van betaling*), emergency procedure (*noodregeling*) or any other procedure having the effect that the entity to which it applies loses the free management or ability to dispose of its property (irrespective of whether that procedure is provisional or final; and dissolution (*ontbinding*) or any other procedure having the effect that the entity to which it applies ceases to exist or any notice under section 36 of the Dutch Tax Collection Act (*Invorderingswet 1990*) (irrespective of whether this notice is pursuant to section 60 of the Act on the Financing of Social Insurances (*Wet financiering sociale verzekeringen*)).

"**Insolvent**" means not Solvent.

"**Intellectual Property**" means all of Borrower's or any Subsidiary's right, title and interest in and to the following:

(a) its Copyrights, Trademarks and Patents;

(b) any and all trade secrets and trade secret rights, including, without limitation, any rights to unpatented inventions, know-how, operating manuals;

(c) any and all source code;

(d) any and all design rights which may be available to Borrower;

(e) any and all claims for damages by way of past, present and future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the Intellectual Property rights identified above; and

(f) all amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents.

"**Inventory**" is all "inventory" as defined in the Code in effect on the date hereof with such additions to such term as may hereafter be made, and includes without limitation all merchandise, raw materials, parts, supplies, packing and shipping materials, work in process and finished products, including without limitation such inventory as is temporarily out of any Person's custody or possession or in transit and including any returned goods and any documents of title representing any of the above.

"**Investment**" is any beneficial ownership interest in any Person (including stock, partnership interest or other securities), and any loan, advance, payment or capital contribution to any Person.

"**Key Person**" is each of Parent's (i) Chief Executive Officer, who is Andrin Oswald, M.D. as of the Effective Date, (ii) Interim Chief Executive Officer, who is Kim Stratton as of the Effective Date, (iii) Chief Financial Officer, who is René Just as of the Effective Date, (iv) Chief Science Officer, who is Patrice P. Denèfle, Ph.D. as of the Effective Date, and (v) Chief Commercial Officer – Diagnostics, who is Maximilian Schmid, M.D. as of the Effective Date.

"**Lender**" is any one of the Lenders.

"**Lenders**" are the Persons identified on Schedule 1.1 hereto and each assignee that becomes a party to this Agreement pursuant to Section 12.1.

"**Lenders' Expenses**" are all audit fees and expenses, costs, and expenses (including reasonable documented and out-of-pocket attorneys' fees and expenses, as well as appraisal fees, fees incurred on account of lien searches, inspection fees, and filing fees) for preparing, amending, negotiating, administering, defending and enforcing the Loan Documents (including, without limitation, those incurred in connection with appeals or Insolvency Proceedings) or otherwise incurred by Collateral Agent and/or the Lenders in connection with the Loan Documents.

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

"**Loan Documents**" are, collectively, this Agreement, 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, any 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.

"**Material Adverse Change**" is (a) a material impairment in the perfection or priority of Collateral Agent's Lien in the Collateral or in the value of such Collateral; (b) a material adverse change in the business, operations or condition (financial or otherwise) of either (i) Borrower or (ii) Borrower and its Subsidiaries, taken as a whole; or (c) a material impairment of the prospect of repayment of any portion of the Obligations.

"**Maturity Date**" is, for each Term Loan, January 29, 2027.

"**Obligations**" are all of Borrower's obligations to pay when due any debts, principal, interest, Lenders' Expenses, the Prepayment Fee, the Final Payment, and other amounts Borrower owes the Lenders now or later, in connection with, related to, following, or arising from, out of or under, this Agreement or, the other Loan Documents, or otherwise and including interest accruing after Insolvency Proceedings begin (whether or not allowed) and debts, liabilities, or obligations of Borrower assigned to the Lenders and/or Collateral Agent, and the performance of Borrower's duties under the Loan Documents.

"**OFAC**" is the U.S. Department of the Treasury Office of Foreign Assets Control.

"**OFAC Lists**" are, collectively, the Specially Designated Nationals and Blocked Persons List maintained by OFAC pursuant to Executive Order No. 13224, 66 Fed. Reg. 49079 (Sept. 25, 2001) and/or any other list of terrorists or other restricted Persons maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable Executive Orders.

"**Operating Documents**" are, for any Person, such Person's formation documents, and, (a) if such Person is a corporation, its bylaws in current form, (b) if such Person is a limited liability company, its limited liability company agreement (or similar agreement) and (if applicable) a list of its shareholders, (c) if such Person is a partnership, its partnership agreement (or similar agreement), and (d) if applicable, an excerpt from such Person's register, each of the foregoing with all current amendments or modifications thereto.

"**Parallel Debt**" is defined in Section 12.14.

"**Parallel Debt Covenant**" is defined in Section 12.14.

"**Patents**" means all patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same.

"**Payment Date**" is the first (1^{st}) calendar day of each calendar month, commencing on March 1, 2022.

"**Perfection Certificate**" and "**Perfection Certificates**" is defined in Section 5.1.

"**Permitted Indebtedness**" is:

(a) Borrower's Indebtedness to the Lenders and Collateral Agent under this Agreement and the other Loan Documents;

(b) Indebtedness existing on the Effective Date and disclosed on the Perfection Certificate(s);

(c) Subordinated Debt;

(d) unsecured Indebtedness to trade creditors incurred in the ordinary course of business;

(e) Indebtedness consisting of capitalized lease obligations and purchase money Indebtedness, in each case incurred by Borrower or any of its Subsidiaries to finance the acquisition, repair, improvement or construction of fixed or capital assets of such person, provided that (i) the aggregate outstanding principal amount of all such Indebtedness does not exceed Five Hundred Thousand Dollars ($500,000.00) at any time and (ii) the principal amount of such Indebtedness does not exceed the lower of the cost or fair market value of the property so acquired or built or of such repairs or improvements financed with such Indebtedness (each measured at the time of such acquisition, repair, improvement or construction is made);

(f) Indebtedness among Borrowers and Guarantors;

(g) Indebtedness in respect of bank overdraft facilities and/or bank guarantees, provided that (i) the aggregate outstanding principal amount of all such Indebtedness does not exceed Three Million Five Hundred Thousand Euros (€3,500,000.00) in the aggregate at any time and (ii) the aggregate outstanding principal amount of any Indebtedness in respect of bank guarantees does not exceed One Million Euros (€1,000,000.00) in the aggregate at any time;

(h) Indebtedness incurred as a result of endorsing negotiable instruments received in the ordinary course of Borrower's business;

(i) extensions, refinancings, modifications, amendments and restatements of any items of Permitted Indebtedness (c) through (g) above, provided that the principal amount thereof is not increased or the terms thereof are not modified to impose materially more burdensome terms upon Borrower, or its Subsidiary, as the case may be;

(j) unsecured Indebtedness incurred as a result of subsidies provided to Borrower or its Subsidiaries by a Governmental Authority, provided that the aggregate outstanding principal amount of all such Indebtedness does not exceed Five Hundred Thousand Dollars ($500,000.00) at any time.

"**Permitted Investments**" are:

(a) Investments disclosed on the Perfection Certificate(s) and existing on the Effective Date;

(b) (i) Investments consisting of cash and Cash Equivalents held in Borrower's Collateral Accounts that are maintained in accordance with Section 6.6 of this Agreement, and (ii) any other Investments permitted by Borrower's investment policy, as amended from time to time, provided that such investment policy (and any such amendment thereto) has been approved in writing by Collateral Agent;

(c) Investments consisting of the endorsement of negotiable instruments for deposit or collection or similar transactions in the ordinary course of Borrower;

(d) Investments consisting of Collateral Accounts in which Collateral Agent has a perfected security interest to the extent required by Section 6.6;

(e) Investments in connection with Transfers permitted by Section 7.1;

(f) Investments (i) by Borrower in a Subsidiary that is a Borrower or a Guarantor and (ii) by Subsidiaries in a Borrower or a Guarantor;

(g) Investments consisting of (i) travel advances and employee relocation loans and other employee loans and advances in the ordinary course of business, and (ii) loans to employees, officers or directors relating to the purchase of equity securities of Borrower or its Subsidiaries pursuant to employee stock purchase plans or agreements approved by Parent's board of directors; not to exceed One Hundred Thousand Dollars ($100,000.00) in the aggregate for (i) and (ii) in any fiscal year;

(h) Investments (including debt obligations) received in connection with the bankruptcy or reorganization of customers or suppliers and in settlement of delinquent obligations of, and other disputes with, customers or suppliers arising in the ordinary course of business;

(i) Investments consisting of notes receivable of, or prepaid royalties and other credit extensions, to customers and suppliers who are not Affiliates, in the ordinary course of business; provided that this clause (i) shall not apply to Investments of Borrower in any Subsidiary;

(j) non-cash Investments in joint ventures or strategic alliances in the ordinary course of Borrower's business consisting of the non-exclusive licensing of technology, the development of technology or the providing of technical support; and

(k) any other Investments not permitted under the preceding paragraphs and that do not exceed Five Hundred Thousand Dollars ($500,000.00) in aggregate in any fiscal year.

"**Permitted Licenses**" are (A) licenses of over-the-counter software that is commercially available to the public, and (B) non-exclusive and exclusive licenses for the use of the Intellectual Property of Borrower or any of its Subsidiaries entered into in the ordinary course of business, provided, that, with respect to each such license described in clause (B), (i) no Event of Default has occurred or is continuing at the time of such license; (ii) the license constitutes an arms-length transaction, the terms of which, on their face, do not provide for a sale or assignment of any Intellectual Property and do not restrict the ability of Borrower or any of its Subsidiaries, as applicable, to pledge, grant a security interest in or lien on, or assign or otherwise Transfer any Intellectual Property; (iii) in the case of any exclusive license, (x) Borrower delivers ten (10) days' prior written notice and a brief summary of the terms of the proposed license to Collateral Agent and the Lenders and delivers to Collateral Agent and the Lenders copies of the final executed licensing documents in connection with the exclusive license promptly upon consummation thereof, and (y) any such license could not result in a legal transfer of title of the licensed property but may be exclusive in respects other than territory and may be exclusive as to territory only as to discrete geographical areas outside of the United States; and (iv) all upfront payments, royalties, milestone payments or other proceeds arising from the licensing agreement that are payable to Borrower or any of its Subsidiaries are paid to a Deposit Account that is governed by a Control Agreement or other appropriate instrument under applicable law.

"**Permitted Liens**" are:

(a) Liens existing on the Effective Date and disclosed on the Perfection Certificates or arising under this Agreement and the other Loan Documents;

(b) Liens for taxes, fees, assessments or other government charges or levies, either (i) not due and payable or (ii) being contested in good faith and for which Borrower maintains adequate reserves on its Books, provided that no notice of any such Lien has been filed or recorded under the Internal Revenue Code of 1986, as amended, and the Treasury Regulations adopted thereunder;

(c) Liens securing Indebtedness permitted under clause (e) of the definition of "**Permitted Indebtedness**," provided that (i) such Liens exist prior to the acquisition of, or attach substantially simultaneous with, or within twenty (20) days after the, acquisition, lease, repair, improvement or construction of, such property financed or leased by such Indebtedness and (ii) such Liens do not extend to any property of Borrower other than the property (and proceeds thereof) acquired, leased or built, or the improvements or repairs, financed by such Indebtedness;

(d) Liens of carriers, warehousemen, suppliers, or other Persons that are possessory in nature arising in the ordinary course of business so long as such Liens attach only to Inventory, securing liabilities in the aggregate amount not to exceed One Hundred Thousand Dollars ($100,000.00), and which are not delinquent or remain payable without penalty or which are being contested in good faith and by appropriate proceedings which proceedings have the effect of preventing the forfeiture or sale of the property subject thereto;

(e) Liens to secure payment of workers' compensation, employment insurance, old-age pensions, social security and other like obligations (including section 8a of the German Old Age Part Time Act (*Altersteilzeitgesetz*) and section 7e of the Fourth Book of the German Social Code (*Sozialgesetzbuch IV*) incurred in the ordinary course of business (other than Liens imposed by ERISA);

(f) Liens incurred in the extension, renewal or refinancing of the Indebtedness secured by Liens described in (a) through (c), but any extension, renewal or replacement Lien must be limited to the property encumbered by the existing Lien and the principal amount of the Indebtedness may not increase;

(g) leases or subleases of real property granted in the ordinary course of Borrower's business (or, if referring to another Person, in the ordinary course of such Person's business), and leases, subleases, non-exclusive licenses or sublicenses of personal property (other than Intellectual Property) granted in the ordinary course of Borrower's business (or, if referring to another Person, in the ordinary course of such Person's business), if the leases, subleases, licenses and sublicenses do not prohibit granting Collateral Agent or any Lender a security interest therein;

(h) banker's liens, rights of setoff and Liens in favor of financial institutions incurred in the ordinary course of business arising in connection with Borrower's deposit accounts or securities accounts held at such institutions solely to secure payment of fees and similar costs and expenses and provided such accounts are maintained in compliance with Section 6.6(b) hereof, including any security interest or right to set-off arising under articles 24 or 25 respectively of the general terms and conditions (*algemene voorwaarden*) of any member of the Dutch Bankers' Association (*Nederlandse Vereniging van Banken*) or similar terms applied by an account bank;

(i) Liens arising from judgments, decrees or attachments in circumstances not constituting an Event of Default under Section 8.4 or 8.7;

(j) Liens consisting of Permitted Licenses;

(k) Liens solely on cash collateral pledged to secure bank overdraft facilities and bank guarantees permitted pursuant to clause (g) of the definition of "Permitted Indebtedness" and not to exceed Three Million Five Hundred Thousand Euros (€3,500,000.00) in the aggregate at any time; provided, however, the aggregate outstanding principal amount of any Indebtedness in respect of bank guarantees shall not exceed One Million Euros (€1,000,000.00) in the aggregate at any time; and

(l) Liens solely on cash collateral pledged to secure the performance of real property leases entered into in the ordinary course of business and not representing an obligation for borrowed money so long as (i) each such deposit is made at the commencement of a lease or its renewal when there is no underlying default under such lease and (ii) the aggregate amount of all such outstanding deposits does not exceed Two Million Seven Hundred Thousand Euros (€2,700,000.00).

"**Person**" is any individual, sole proprietorship, partnership, (private or public) limited liability company, joint venture, company, trust, unincorporated organization, association, corporation, institution, public benefit corporation, firm, joint stock company, estate, entity or government agency.

"**Post Closing Letter**" is that certain Post Closing Letter dated as of the Effective Date by and between Collateral Agent and Borrower.

"**Prepayment Fee**" is, with respect to any Term Loan subject to prepayment prior to the Maturity Date, whether by mandatory or voluntary prepayment, acceleration or otherwise, an additional fee payable to the Lenders in amount equal to:

(i) for a prepayment made on or after the Funding Date of such Term Loan through and including the first anniversary of the Funding Date of such Term Loan, three percent (3.00%) of the principal amount of such Term Loan prepaid;

(ii) for a prepayment made after the date which is after the first anniversary of the Funding Date of such Term Loan through and including the second anniversary of the Funding Date of such Term Loan, two percent (2.00%) of the principal amount of the Term Loans prepaid; and

(iii) for a prepayment made after the date which is after the second anniversary of the Funding Date of such Term Loan and prior to the Maturity Date, one percent (1.00%) of the principal amount of the Term Loans prepaid.

"**Product Revenue**" means the gross product revenue from the diagnostics and pharma services segments of Borrower and its Subsidiaries determined in accordance with IFRS and on a consolidated basis.

"**Pro Rata Share**" is, as of any date of determination, with respect to each Lender, a percentage (expressed as a decimal, rounded to the ninth decimal place) determined by dividing the outstanding principal amount of Term Loans held by such Lender by the aggregate outstanding principal amount of all Term Loans.

"**Registered Organization**" is any "registered organization" as defined in the Code with such additions to such term as may hereafter be made.

"**Required Lenders**" means (i) for so long as all of the Persons that are Lenders on the Effective Date (each an "**Original Lender**") have not assigned or transferred any of their interests in their Term Loan, Lenders holding one hundred percent (100%) of the aggregate outstanding principal balance of the Term Loan, or (ii) at any time from and after any Original Lender has assigned or transferred any interest in its Term Loan, Lenders holding at least sixty six percent (66%) of the aggregate outstanding principal balance of the Term Loan and, in respect of this clause (ii), (A) each Original Lender that has not assigned or transferred any portion of its Term Loan, (B) each assignee or transferee of an Original Lender's interest in the Term Loan, but only to the extent that such assignee or transferee is an Affiliate or Approved Fund of such Original Lender, and (C) any Person providing financing to any Person described in clauses (A) and (B) above; provided, however, that this clause (C) shall only apply upon the occurrence of a default, event of default or similar occurrence with respect to such financing.

"**Requirement of Law**" is as to any Person, the organizational or governing documents of such Person, and any law (statutory or common), treaty, rule or regulation or determination of an arbitrator or a court or other Governmental Authority, in each case applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

"**Responsible Officer**" is any of the President, Chief Executive Officer, or Chief Financial Officer of Borrower acting alone.

"**Secured Promissory Note**" is defined in Section 2.4.

"**Secured Promissory Note Record**" is a record maintained by each Lender with respect to the outstanding Obligations owed by Borrower to Lender and credits made thereto.

"**Securities Account**" is any "securities account" as defined in the Code with such additions to such term as may hereafter be made.

"**Shares**" is one hundred percent (100%) of the issued and outstanding equity interests owned or held of record by Centogene Germany in US Borrower.

"**SOFR**" with respect to any day means the secured overnight financing rate published for such day by the Federal Reserve Bank of New York, as the administrator of the benchmark (or a successor administrator) on the Federal Reserve Bank of New York's Website.

"**Solvent**" is, with respect to any Person: the fair salable value of such Person's consolidated assets (including goodwill minus disposition costs) exceeds the fair value of such Person's liabilities; such Person is not left with unreasonably small capital after the transactions in this Agreement; and such Person is able to pay its debts (including trade debts) as they mature.

"**Subordinated Debt**" is indebtedness incurred by Borrower or any of its Subsidiaries subordinated to all Indebtedness of Borrower and/or its Subsidiaries to the Lenders (pursuant to a subordination, intercreditor, or other similar agreement in form and substance satisfactory to Collateral Agent and the Lenders entered into between Collateral Agent, Borrower, and/or any of its Subsidiaries, and the other creditor), on terms acceptable to Collateral Agent and the Lenders.

"**Subsidiary**" is, with respect to any Person, (a) any Person of which more than fifty percent (50%) of the voting stock or other equity interests (in the case of Persons other than corporations) is owned or controlled, directly or indirectly, by such Person or through one or more intermediaries and in relation to the financial statements of the Group, (i) a group company (*groepsmaatschappij*) as defined in section 2:24b of the Dutch Civil Code and (ii) any company which is proportionally consolidated in the consolidated financial statements of the Group (excluding, however, Dr. Bauer Laboratoriums GmbH), or (b) which is, in relation to a Person incorporated or established under German law, a subsidiary (*Tocherunternehmen*) within the meaning of section 290 of the German Commercial Code (*Handelsgesetzbuch*).

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

"**Tax Certificate**" is defined in Section 2.6 hereof.

"**Term Loan**" is defined in Section 2.2(a)(ii) hereof.

"**Term A Loan**" is defined in Section 2.2(a)(i) hereof.

"**Term B Draw Period**" is the period commencing on the date of the occurrence of the Term B Milestone and ending on the earliest of (i) the date that is sixty (60) days after the occurrence of the Term B Milestone, (ii) July 31, 2023 and (iii) the occurrence of an Event of Default; provided, however, that the Term B Draw Period shall not commence if on the date of the occurrence of the Term B Milestone an Event of Default has occurred and is continuing.

"**Term B Loan**" is defined in Section 2.2(a)(ii) hereof.

"**Term B Milestone**" is Borrower's delivery to Collateral Agent and Lenders of evidence, satisfactory to Collateral Agent and Lenders in their reasonable discretion, that Borrower has achieved Product Revenue of at least Fifty Million Dollars ($50,000,000.00) calculated on a trailing twelve (12) month basis as of the last day of a fiscal month.

"**Term Loan Commitment**" is, for any Lender, the obligation of such Lender to make a Term Loan, up to the principal amount shown on Schedule 1.1**.** "**Term Loan Commitments**" means the aggregate amount of such commitments of all Lenders.

"**Trademarks**" means any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks.

"**Transfer**" is defined in Section 7.1.

"**US**" is the United States of America.

"**Withholding Tax Indemnity Amount**" is defined in Section 2.6 hereof.

13.2 Dutch Terms. In this Agreement, where it relates to a Person incorporated or established in the Netherlands and unless a contrary intention appears, a reference to:

(a) "authorization", where applicable, includes without limitation:

(i) any action required to comply with the Dutch Works Council Act (*Wet op de ondernemingsraden*); and

(ii) obtaining an unconditional positive or neutral advice (*advies*) from the competent works council(s);

(b) financial assistance means any act contemplated by section 2:98(c) of the Dutch Civil Code;

(c) a security interest includes any mortgage (*hypotheek*), pledge (*pandrecht*), retention-of-title arrangement (*recht van retentie*), right to reclaim goods (*recht van reclame*), privilege (*voorrecht*) and, in general, any right in rem (*beperkt recht*) created for the purpose of granting security (*goederenrechtelijk zekerheidsrecht*);

(d) a director in relation to a Dutch Person, means a managing director (*bestuurder*) and board of directors means its managing board (*bestuur*);

(e) a receiver or trustee in bankruptcy includes a trustee in bankruptcy (*curator*);

(f) an attachment includes a *beslag* and attaching or taking possession of (any of those terms) includes serving an attachment order (*beslag leggen*); and

(g) works council means each works council (*ondernemingsraad*) or central or group works council (*centrale of groeps ondernemingsraad*) having jurisdiction over that person.

13.3 German Terms. In this Agreement, where it relates to a Person incorporated or established in Germany and unless a contrary intention appears, a reference to:

(a) "**Insolvency Proceedings**" includes any insolvency proceedings (*Insolvenzverfahren*) pursuant to the German Insolvency Code (*Insolvenzordnung*);

(b) such Person being "**Insolvent**" includes it being over-indebted (*überschuldet* within the meaning of section 19 German Insolvency Code (*Insolvenzordnung*)) or unable to pay its debts as they fall due (*zahlungsunfähig* within the meaning of section 17 German Insolvency Code (*Insolvenzordnung*));

(c) "**Receiver**", includes an *Insolvenzverwalter*, a preliminary insolvency administrator (*vorläufiger Insolvenzverwalter*), a *Zwangsverwalter* or a custodian or creditor's trustee (*Sachverwalter*);

(d) "**director**" includes any statutory legal representative(s) (*organschaftlicher Vertreter*), a managing director (*Geschäftsführer*) or member of the board of directors (*Vorstand*);

(e) a "**disposal**" includes:

(i) a *Verfügung*;

(ii) the entry into an agreement on a priority notice (*Auflassungsvormerkung*);

(iii) an agreement on the transfer of title to a property (*Auflassung*) in whole or part; and

(iv) the partition of ownership in a property (*Grundstücksteilung*);

(f) "**gross negligence**" includes *grobe Fahrlässigkeit* and "**willful misconduct**" includes *Vorsatz*;

(g) "**Merger**" includes any corporate measure contemplated by the German Transformation Act (*Umwandlungsgesetz*) as well as any other corporate act by which several entities are consolidated with the result of one entity becoming the universal legal successor (*Gesamtrechtsnachfolger*) of the other;

(h) "**security interest**" or "**Lien**" includes any mortgage (*Hypothek*), land charge (*Grundschuld*) pledge (*Pfandrecht*), retention of title arrangement (*Eigentumsvorbehalt*), security assignment (*Sicherungsabtretung*) and security transfer (*Sicherungsübereignung*); and

(i) an appointment as attorney-in-fact or granting of authority shall include the release from the restrictions imposed by section 181 of the German Civil Code (*Bürgerliches Gesetzbuch*)or similar restrictions.

13.4 Language. This Agreement is made in the English language. For the avoidance of doubt, the English language version of this Agreement shall prevail over any translation of this Agreement. However, where a German or a Dutch translation of an English word or phrase appears in the text of this Agreement, the German or Dutch translation of such word or phrase shall be decisive for the construction of the English term it relates to, throughout.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

BORROWER:

CENTOGENE N.V.

By /s/ Rene Just
Name: Rene Just
Title: CFO

CENTOGENE GMBH

By /s/ Dr. Volkmar Weckesser
Name: Dr. Volkmar Weckesser
Title: Managing Director (*Geschäftsführer*)

By /s/ Florian Vogel
Name: Florian Vogel
Title: Managing Director (Geschäftsführer)

CENTOSAFE B.V.

By /s/ Rene Just
Name: Rene Just
Title CFO

CENTOGENE US, LLC

By /s/ Justin Bingham
Name: Justin Bingham
Title: SVP Business Development

COLLATERAL AGENT AND LENDER:

OXFORD FINANCE LLC

By /s/ Colette H. Featherly
Name: Colette H. Featherly
Title Senior Vice President

SCHEDULE 1.1

Lenders and Commitments

Term A Loans

Lender	Term Loan Commitment	Commitment Percentage
OXFORD FINANCE LLC	$25,000,000.00	100.00%
TOTAL	**$25,000,000.00**	**100.00%**

Term B Loans

Lender	Term Loan Commitment	Commitment Percentage
OXFORD FINANCE LLC	$20,000,000.00	100.00%
TOTAL	**$20,000,000.00**	**100.00%**

Aggregate (all Term Loans)

Lender	Term Loan Commitment	Commitment Percentage
OXFORD FINANCE LLC	$45,000,000.00	100.00%
TOTAL	**$45,000,000.00**	**100.00%**