

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 October 27, 2023

Commission File Number 001-39124

Centogene N.V.

(Translation of registrant's name into English)

Am Strande 7

18055 Rostock

Germany

(Address of principal executive offices)

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

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

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

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

Variation Agreement to Joint Venture Agreement

On October 23, 2023, Centogene N.V. (the “Company”) entered into a variation agreement (the “Variation Agreement”) to the joint venture agreement (the “Joint Venture Agreement”) that the company entered into on June 26, 2023 with Pharmaceutical Investment Company (“PIC”), a closed joint stock company incorporated pursuant to the laws of Saudi Arabia and trading as “Lifera” and a wholly-owned subsidiary of the Public Investment Fund based in Riyadh. The Joint Venture Agreement was summarized in the Company’s Current Report on Form 6-K filed on June 27, 2023 and filed therewith as Exhibit 99.2 thereto. Pursuant to the Variation Agreement, amongst other things, the Company and PIC have agreed to extend the long-stop date under the Joint Venture Agreement to November 30, 2023 and PIC has waived certain conditions to closing thereunder. The full text of the Variation Agreement is attached as Exhibit 99.1 to this Current Report on Form 6-K and is incorporated herein by reference.

Convertible Loan Agreement and Ancillary Agreements

On October 26, 2023, PIC and the Company entered into a Loan Agreement, Preemptive Rights Agreement and Registration Rights Agreement, each substantially in the forms agreed and summarized in the Company’s Current Report on Form 6-K filed on June 27, 2023. In addition, and also on October 26, 2023, the Company, PIC and Oxford Finance LLC (“Oxford”) entered into a Subordination Agreement pursuant to which the obligations incurred by the Company under the Loan Agreement are subordinated to the Company’s obligations under the existing Loan and Security Agreement by and between the Company and Oxford, originally dated January 31, 2022.

The full text of the form of Loan Agreement is attached as Exhibit 99.2 to this Current Report on Form 6-K and is incorporated herein by reference. The full text of the Preemptive Rights Agreement is attached as Exhibit 99.3 to this Current Report on Form 6-K and is incorporated herein by reference. The full text of the Registration Rights Agreement is attached as Exhibit 99.4 to this Current Report on Form 6-K and is incorporated herein by reference. The full text of the Subordination Agreement is attached as Exhibit 99.5 to this Current Report on Form 6-K and is incorporated herein by reference.

In connection with the Loan Agreement, on October 26, 2023, certain existing shareholders of the Company entered into a right of first offer agreement with PIC (the “ROFO Agreement”). The full text of the ROFO Agreement is attached as Exhibit 99.6 to this Current Report on Form 6-K and is incorporated herein by reference.

Signatures

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

Date: October 27, 2023

CEN TOGENE N.V.

By: /s/ Jose Miguel Coego Rios

Name: Jose Miguel Coego Rios

Title: Chief Financial Officer

Exhibit Index

<u>Exhibit</u>	<u>Description of Exhibit</u>
<u>99.1</u>	<u>Variation Agreement dated October 23, 2023</u>
<u>99.2[±]</u>	<u>Loan Agreement dated October 26, 2023</u>
<u>99.3[±]</u>	<u>Preemptive Rights Agreement dated October 26, 2023</u>
<u>99.4[±]</u>	<u>Registration Rights Agreement dated October 26, 2023</u>
<u>99.5</u>	<u>Subordination Agreement dated October 26, 2023</u>
<u>99.6[±]</u>	<u>ROFO Agreement dated October 26, 2023</u>

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

VARIATION AGREEMENT TO JOINT VENTURE AGREEMENT

THIS VARIATION AGREEMENT (this “**Agreement**”) is dated 23 October, 2023 and is made by and among:

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

Background

- (A) The Parties entered into a joint venture agreement on 26 June 2023 (the “**JVA**”).
- (B) In accordance with Clause 22.8 of the JVA, the purpose of this Agreement is to (i) extend the Long Stop Date to a new date and (ii) revise the completion mechanism under the JVA.

Agreed Terms**1. TERMS DEFINED IN THE AGREEMENT**

In this Agreement, and unless otherwise defined herein, capitalized terms defined in the JVA and used in this Agreement have the meaning set out in the JVA. The rules of interpretation set out in Clause 1.2 of the JVA shall apply to this Agreement as if set out herein.

2. VARIATION

- 2.1 PIC hereby waives the conditions specified under Clause 2.1(c) of the JVA (“*the Articles of Association of the Company (“**Articles**”) being in Agreed Form, having been approved by MOC*”), Clause 2.1(g) of the of the JVA (“*the necessary corporate and regulatory authorizations to incorporate the Company having been obtained by the Parties*”) and Clause 2.1(j) of the JVA (“*any other step required by the Applicable Law and the Governmental Authorities to incorporate the Company in the Kingdom having been completed in accordance with the terms of this Agreement*”).
- 2.2 Clause 2.5 of the JVA is hereby amended and restated in its entirety as follows:

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

- a) *execution by PIC and NV of the Loan Agreement, Registration Rights Agreement and Pre-emptive Rights Agreement;*

Addendum to the Joint Venture Agreement between Pharmaceutical Investment Company and Centogene N.V.

- b) execution by PIC, DPE Deutsche Private Equity Gesellschaft mbH, Careventures Fund II S.C.Sp, and TVM Life Science Innovation I, L.P. of the ROFO Agreement;
- c) advance by PIC of the loan being made under the Loan Agreement in accordance with its terms;
- d) execution of the Articles in Agreed Form before a competent notary public in the Kingdom;
- e) issuance of the commercial registration certificate evidencing the incorporation of the Company;
- f) execution by the Company and NV of the Commercial Agreements; and
- g) opening of a bank account in the name of the Company and deposit of the share capital of the Company, with each of PIC and NV contributing the nominal value in SAR set out against the applicable Shareholder's name, and in exchange for the number of shares similarly identified, in Clause 4.1 (Share Capital of the Company)."

2.3 The definition of "**Long Stop Date**" under Clause 1.1 of the JVA is hereby amended and restated in its entirety as follows:

"**Long Stop Date**" means 30 November 2023 or such later date as the Shareholders may agree in writing."

3. GENERAL

3.1 Except as set out in Clause 2.1 of this Agreement, the JVA shall continue in full force and effect and each Party agrees to be bound by its terms in all respects (as amended herein).

3.2 This Agreement shall be read together and form part of the JVA and to the extent of any inconsistency between the provisions of the JVA and this Agreement, the provisions of this Agreement shall prevail. Clauses 16, 19 and 22 of the JVA shall apply *mutatis mutandis* to this letter.

* * *

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

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

Signed by: /s/ Ibrahim Abdulrahman I Aljuffali
Name: Dr. Ibrahim Abdulrahman I Aljuffali
Title: Chairman

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

Signed by: /s/ Kim Stratton
Name: Kim Stratton
Title: Chief Executive Officer

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

Addendum to the Joint Venture Agreement between Pharmaceutical Investment Company and Centogene N.V.
Page 3 of 3

LOAN AGREEMENT

dated as of October 26, 2023

by and among

CENTOGENE N.V.,

as Borrower,

and

PHARMACEUTICAL INVESTMENT COMPANY,

as Lender,

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LOAN AGREEMENT

This **LOAN AGREEMENT** (as the same may be amended, supplemented, restated or otherwise modified from time to time, and including all Schedules and Exhibits hereto and thereto, this “Agreement”), dated as of October 26, 2023, between CENTOGENE N.V., a public company with limited liability (*naamloze vennootschap*) incorporated under the laws of the Netherlands (the “Borrower”), and PHARMACEUTICAL INVESTMENT COMPANY (“Lender”).

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

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

Section 1. DEFINITIONS.

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

“Agreement” has the meaning set forth in the preamble of this Agreement.

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

“Articles of Association” means the Borrower’s articles of association (as supplemented, amended or restated).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“IRS” means the United States Internal Revenue Service.

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

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

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

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

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

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

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

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

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

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

“Nasdaq” means The Nasdaq Stock Market LLC.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“SEC” means the Securities and Exchange Commission.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 3. THE LOAN.

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

(b) *The Closing.*

(i) *Closing Date and Location.* The closing of the Loan pursuant to this Agreement (the “Closing”) will take place virtually through electronic transfer, or at such physical location as may be agreed upon by the parties hereto, at 10:00 a.m., New York City time, on the later of (1) such date on which the conditions to Closing set forth in Section 7 are satisfied or waived; and (2) such other time and place as the Borrower and Lender may agree (such later date, the “Closing Date”); provided that if the Closing Date has not occurred on or prior to November 30, 2023, this Agreement shall automatically terminate unless the parties otherwise agree in writing.

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

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

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

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

Section 4. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE BORROWER. THE BORROWER REPRESENTS AND WARRANTS TO LENDER AND COVENANTS THAT:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(g) *[Reserved]*.

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

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

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

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

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

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

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

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

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

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

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

(r) *Intellectual Property.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(u) *[Reserved]*.

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

(w) *[Reserved]*.

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

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

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

(y) *Compliance with Health Care Laws.*

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

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

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

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

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

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

(bb) *Employment Matters.*

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

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

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

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

(cc) *[Reserved]*

(dd) *Employee Benefit Matters.*

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

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

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

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

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

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

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

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

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

(ee) *Anti-Corruption.*

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

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

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

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

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

Section 5. REPRESENTATIONS, WARRANTIES AND COVENANTS OF LENDER. LENDER REPRESENTS, AND WARRANTS TO THE BORROWER AND COVENANTS THAT:

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

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

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

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

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

Section 6. FURTHER COVENANTS OF THE PARTIES.

(a) *Right to Nominate Lender Directors.*

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

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

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

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

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

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

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

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

(d) *Use of Proceeds.* The Borrower shall use the proceeds from the Loan to (i) fund working capital and general corporate purposes, (ii) pay for the fees and expenses payable by the Borrower in connection with the transactions contemplated by this Agreement, and (iii) fund at least \$5.0 million U.S. Dollars for the joint venture with Lender (the “Joint Venture”) in accordance with that certain Joint Venture Agreement, dated June 26, 2023.

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

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

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

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

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

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

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

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

Section 8. THE RELEASE TIME. (A) AS OF THE DATE OF THIS AGREEMENT, THE BORROWER IS NOT AWARE OF, AND HAS NOT PROVIDED TO LENDER, ANY MATERIAL NON-PUBLIC INFORMATION REGARDING THE

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

Section 9. TAX MATTERS. THE BORROWER SHALL BE RESPONSIBLE OF ALL APPLICABLE TAXES, INCLUDING WITHHOLDING TAX, THAT WILL ARISE FROM THIS AGREEMENT.

Section 10. MISCELLANEOUS.

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

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

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

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

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

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

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

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

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

(i) *NOTICES* Section 11.. All notices and other communications under this Agreement shall be in writing and shall be deemed given (a) when delivered personally by hand (with written confirmation of receipt), (b) when sent by e-mail (with written confirmation of transmission) or (c) one Business Day following the day sent by overnight courier (with written confirmation of receipt), in each case at the following addresses and facsimile numbers (or to such other address or facsimile number as a Party may have specified by notice given to the other Party pursuant to this provision):

If to Borrower:

Centogene N.V.
Am Strande 7
18055 Rostock
Germany
Attn: [***]
Email: [***]

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

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

And

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

And

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

If to Lender:

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

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

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

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

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

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

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

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

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

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

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

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

Lender:

PHARMACEUTICAL INVESTMENT COMPANY

By: /s/ Ibrahim Abdulrahman I Aljuffali

Name: Dr. Ibrahim Abdulrahman I Aljuffali

Title: Chairman

[SIGNATURE PAGE TO LOAN AGREEMENT]

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

Borrower:

CENTOGENE N.V.

By: /s/ Kim Stratton

Name: Kim Stratton

Title: Chief Executive Officer

By: /s/ Miguel Coego

Name: Miguel Coego

Title: Chief Financial Officer, Legal, & IT

[SIGNATURE PAGE TO LOAN AGREEMENT]

Loan Commitment Amount

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

TERMS AND CONDITIONS OF LOAN

Exhibit A to Loan Agreement

dated as of October 26, 2023

by and among

CENTOGENE N.V.,

as Borrower,

and

PHARMACEUTICAL INVESTMENT COMPANY,

as Lender,

EXHIBIT A TO LOAN AGREEMENT

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

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

Article 1. DEFINITIONS; RULES OF CONSTRUCTION

SECTION 1.01. DEFINITIONS.

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

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

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

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

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

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

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

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

“**Closing Date**” has the meaning ascribed to it in the Loan Agreement.

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

“**Conversion Date**” means, with respect to the Loan, the first Business Day on which the requirements set forth in **Section 5.02(A)** to convert the Loan are satisfied or, in the case of any conversion pursuant to **Section 5.01(D)**, the Maturity Date. The Conversion Date with respect to

any conversion at the Borrower's option pursuant to **Section 5.01(E)** is the date on which the Borrower provides the notice contemplated by **Section 5.01(E)**. For purposes of **Section 5.05**, references to "Conversion Date" shall include any Fundamental Change Conversion Date.

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

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

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

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

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

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

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

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

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

provided, however, that:

(x) for purposes of **clause (B)** above, if such minimum aggregate consideration, or such maximum number of Common Shares, is not determinable at the time such Equity-Linked Securities are issued or sold, then (I) the initial consideration payable under such Equity-Linked Securities, or the initial number of Common Shares underlying such Equity-Linked Securities, as applicable, will be used; and (II) at each

time thereafter when such amount of consideration or number of shares becomes determinable or is otherwise adjusted (including pursuant to “anti-dilution” or similar provisions), there will be deemed to occur, for purposes of **Section 5.05(A)(vi)**, as applicable, and without affecting any prior adjustments theretofore made to the Conversion Price, an issuance of additional Equity-Linked Securities;

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

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

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

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

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

“**Exempt Issuance**” means (A) the Borrower’s issuance of any securities as full or partial consideration in connection with a strategic merger, acquisition, consolidation or purchase of all or substantially all of the securities or assets of a corporation or other entity; (B) the Borrower’s issuance or grant of Common Shares or options to purchase Common Shares to employees, directors or consultants of the Borrower or any of its Subsidiaries for compensatory purposes, pursuant to plans that have been approved by a majority of the independent members of the Board of Managing Directors or that exist as of the Closing Date; (C) the Borrower’s issuance of securities upon the exercise, exchange or conversion of any securities that are exercisable or exchangeable for, or convertible into, Common Shares and are outstanding as of the Closing Date, *provided* that such exercise, exchange or conversion is effected pursuant to the terms of such securities as in effect on the Closing Date; (D) the Borrower’s issuance of securities pursuant to any equipment loan or leasing arrangement, real property leasing arrangement or debt financing from a bank or similar financial institution approved by a majority of the disinterested members of the Board of Managing Directors; (E) the Borrower’s issuance of any Common Shares upon conversion of the Loan; (F) the Borrower’s issuance of rights issued

pursuant to a shareholder rights plan; *provided* that the issuance of any securities upon exercise of any such rights will be deemed to be an issuance for purposes of **Section 5.05(A)(vi)**; and (G) Common Shares or Equity-Linked Securities issued by reason of a dividend, share split, split-up or other distribution on Common Shares that is covered by **Section 5.05(A)(i)** or **Section 5.05(A)(v)**. For purposes of this definition, “consultant” means a consultant that may participate in an “employee benefit plan” in accordance with the definition of such term in Rule 405 under the Securities Act.

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

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

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

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

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

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

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

“**Interest Payment Date**” means, with respect to the Loan, (i) the date that is ninety (90) days from the Closing Date and (ii) the date that is one-hundred-eighty (180) days from the Closing Date. For the avoidance of doubt, the Maturity Date is an Interest Payment Date.

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

amended.

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

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

“**Joint Venture Agreement**” means that certain joint venture agreement, dated June 26, 2023, between the Borrower and the Lender.

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

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

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

“**Loan Agreement**” means that certain Loan Agreement, dated October 26, 2023 between the Borrower, as borrower thereunder and the Lender, as the same may be amended, supplemented, restated or otherwise modified from time to time. These Terms and Conditions form a part of such Loan Agreement and are incorporated therein in all respects.

“**Market Disruption Event**” means, with respect to any date, the occurrence or existence, during the one-half hour period ending at the scheduled close of trading on such date on the Relevant Stock Exchange or other market on which the Common Shares are listed for trading or trade, of any material suspension or limitation imposed on trading (by reason of

movements in price exceeding limits permitted by the Relevant Stock Exchange or otherwise) in the Common Shares or in any options contracts or futures contracts relating to the Common Shares.

“**Maturity Date**” means the date that is one-hundred-eighty (180) days from the Closing Date.

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

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

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

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

“**Preemptive Rights Agreement**” means that certain preemptive rights agreement, dated October 26, 2023, between the Borrower and the Lender.

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

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

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

“**Registration Rights Agreement**” means that certain Registration Rights Agreement, dated as of October 26, 2023 between the Borrower and the Lender, as the same may be amended or supplemented from time to time.

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

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

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

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

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

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

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

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

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

SECTION 1.02. OTHER DEFINITIONS.

<u>Term</u>	<u>Defined in Section</u>
“ Additional Amounts ”	3.02(A)

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

SECTION 1.03. RULES OF CONSTRUCTION.

For purposes of these Terms and Conditions:

- (A) “or” is not exclusive;
- (B) “including” means “including without limitation”;
- (C) “will” expresses a command;
- (D) the “average” of a set of numerical values refers to the arithmetic average of such numerical values;
- (E) a merger involving, or a transfer of assets by, a limited liability company, limited partnership or trust will be deemed to include any division of or by, or an allocation of assets to a series of, such limited liability company, limited partnership or trust, or any unwinding of any such division or allocation;
- (F) words in the singular include the plural and in the plural include the singular, unless the context requires otherwise;
- (G) “herein,” “hereof” and other words of similar import refer to these Terms and Conditions as a whole and not to any particular Article, Section or other subdivision of these Terms and

Conditions, unless the context requires otherwise;

- (H) references to currency mean the lawful currency of the United States of America, unless the context requires otherwise;
- (I) the exhibits, schedules and other attachments to these Terms and Conditions are deemed to form part of these Terms and Conditions; and
- (J) the term “**interest**,” when used with respect to the Loan, includes any Default Interest or Additional Interest, unless the context requires otherwise.

Article 2. THE LOAN

SECTION 2.01. METHOD OF PAYMENT.

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

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

(A) Accrual of Interest.

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

(ii) On each Interest Payment Date, the Borrower shall make a record on its books and in the

Register of any increase in the Principal Amount of the Loan due to the completion of a PIK Interest Payment, which addition of accrued interest will be effective as of the Open of Business on such Interest Payment Date, the Loan shall represent the increased Principal Amount.

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

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

SECTION 2.03. REGISTER.

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

Article 3. COVENANTS

SECTION 3.01. PAYMENT OF THE LOAN.

The Borrower will pay or cause to be paid all the Principal Amount of, and other amounts due with respect to, the Loan on the dates and in the manner set forth in these Terms and Conditions, including, upon any conversion of the Loan, a number of Common Shares equal to quotient obtained by dividing (x) \$2,100,000 by (y) the Conversion Price then in effect (the “**Conversion Fee Shares**”). Notwithstanding anything to the contrary in these Terms and Conditions, on the Maturity Date, the Loan shall be automatically converted in accordance with **Article 5** in satisfaction in full of the outstanding Principal Amount of the Loan and any accrued and unpaid interest thereon.

SECTION 3.02. ADDITIONAL AMOUNTS.

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

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

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

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

(ii) any estate, inheritance, gift, sale, transfer, personal property or similar Tax;

(iii) any tax that is payable other than by withholding or deduction from payments or

deliveries under or with respect to the Loan;

(iv) any withholding or deduction required by (x) sections 1471 through 1474 of the Internal Revenue Code and any current or future U.S. Treasury Regulations or rulings promulgated thereunder (“**FATCA**”); (y) any inter-governmental agreement between the United States and any other non-U.S. jurisdiction to implement FATCA or any law enacted by such other jurisdiction to give effect to such agreement; or (z) any agreement with the U.S. Internal Revenue Service pursuant to Section 1471(b)(1) of the Internal Revenue Code;

(v) any taxes imposed on or with respect to any payment by the Borrower to such Lender if such Lender is a fiduciary, partnership or person other than the sole beneficial owner of such payment, to the extent that such payment would be required, under the laws of such Relevant Taxing Jurisdiction, to be included for tax purposes in the income of a beneficiary or settlor with respect to such fiduciary, a partner or member of such partnership, or a beneficial owner, who would not have been entitled to such Additional Amounts had such beneficiary, settlor, partner, member or beneficial owner been the Lender thereof; or

(vi) any combination of items referred to in the preceding **clauses (i) through (v)**, inclusive, above.

(B) *Indemnification for Transfer Taxes.* The Borrower will pay and indemnify each Lender for any present or future stamp, issue, registration, transfer, court, documentary, excise or property Taxes (“**Transfer Taxes**”) levied by any Relevant Taxing Jurisdiction in connection with the execution, delivery, registration, issuance or enforcement of the Loan or the receipt of any payments or deliveries (including of any Conversion Consideration or the Conversion Fee Shares) with respect to the Loan; *provided, however*, that, with respect to any such taxes attributable to the receipt of any payments or deliveries with respect to the Loan, Transfer Taxes will not include those excluded under any combination of **clauses (i), (ii), (iv) and (v) of Section 3.02(A)**.

(C) *Indemnification for German Taxes.* The Borrower will pay and indemnify each Lender for any present or future Taxes levied by Germany on any payments (including PIK Interest Payments) under the Loan. The exceptions included in **Section 3.02(A)(i)(1)** shall apply *mutatis mutandis* to the indemnity obligation of the Borrower under this **Section 3.02(C)**.

(D) *Tax Receipts.* If the Borrower is required to make any deduction or withholding from any payments or deliveries with respect to the Loan, then the Borrower will deliver to the applicable Lenders official tax receipts (or, if, after expending reasonable efforts, the Borrower is unable to obtain such receipts, other evidence of payments reasonably acceptable to the Lenders) evidencing the remittance to the relevant tax authorities of the amounts so withheld or deducted.

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

(F) *Survival of Obligations.* The obligations set forth in this **Section 3.02** will survive any

transfer or assignment of the Loan by a Lender.

SECTION 3.03. STAY, EXTENSION AND USURY LAWS.

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

SECTION 3.04. CORPORATE EXISTENCE.

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

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

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

SECTION 3.05. FURTHER INSTRUMENTS AND ACTS.

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

SECTION 3.06. ADDITIONAL INTEREST.

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

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

the avoidance of doubt, any payment of Additional Interest shall be paid-in-kind consistent with the payment of Stated Interest as described in **Section 2.02(A)(i)**.

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

Article 4. CONVERSION UPON A FUNDAMENTAL CHANGE

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

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

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

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

(D) [Reserved].

(E) *Fundamental Change Notice.* On or before the twentieth (20th) calendar day after the

effective date of a Fundamental Change, the Borrower will send to the Lender a notice of such Fundamental Change (a “**Fundamental Change Notice**”).

Such Fundamental Change Notice must state:

- (i) briefly, the events causing such Fundamental Change;
- (ii) the effective date of such Fundamental Change;
- (iii) the Fundamental Change Conversion Date for such Fundamental Change;
- (iv) the (1) number of Common Shares consisting of the Conversion Consideration with respect to the Principal Amount of the Loan *plus* accrued and unpaid interest on the Loan to, and including, such Fundamental Change Conversion Date for such Fundamental Change (to the extent such accrued and unpaid interest is not included in the Principal Amount) for such Fundamental Change and (2) the Conversion Fee Shares;
- (v) the name and address of the Borrower; and
- (vi) the Conversion Price in effect on the date of such Fundamental Change Notice and a description and quantification of any adjustments to the Conversion Price that may result from such Fundamental Change.

(F) [Reserved].

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

Article 5. CONVERSION

SECTION 5.01. RIGHT TO CONVERT.

(A) *Generally.* Subject to the provisions of this **Article 5**, the Lender may, at its option, convert the Loan into Conversion Consideration. Upon conversion of the Loan, the Lender shall also receive Conversion Fee Shares, as described under **Section 5.03(A)(i)(1)**.

(B) *No Partial Conversions.* Subject to the terms of these Terms and Conditions, the Loan may be converted in whole and not in part.

(C) *When the Loan May Be Converted.*

(i) *Generally.* The Lender may convert the Loan in its entirety at any time after the date upon which the 30-day volume-weighted average price of the Common Shares has been at least the Conversion Price per Common Share for at least 20 Trading Days (whether or not consecutive) during a period of 30 consecutive Trading Days, ending on, and including such date, in each case until the Close of Business on the Scheduled Trading Day immediately before the Maturity Date. For the avoidance of doubt, the Loan may also be converted, at the Lender's option, upon the occurrence of a Fundamental Change as described in **Article 4**.

(ii) *Limitations and Closed Periods.* Notwithstanding anything to the contrary in these Terms and Conditions:

(1) The Loan may be surrendered for conversion only after the Open of Business and before the Close of Business on a day that is a Business Day; and

(2) subject to **Section 5.01(D)**, in no event may the Loan be converted after the Close of Business on the Scheduled Trading Day immediately before the Maturity Date.

(D) *Conversion on Maturity Date.* Notwithstanding anything to the contrary in these Terms and Conditions, on the Maturity Date, the Loan shall be automatically converted in accordance with this **Article 5** in satisfaction in full of the outstanding Principal Amount of the Loan and any accrued and unpaid interest thereon. The Conversion Consideration delivered to the Lender on the Maturity Date shall be calculated in accordance with **Section 5.03(A)(i)**.

(E) *Conversion at Borrower's Option.* Notwithstanding anything to the contrary in these Terms and Conditions, the Borrower may, at its option, convert the Loan into Conversion Consideration and at any time by providing written notice to the Lender; *provided* that, in the event of such conversion at the Borrower's option, the Conversion Consideration shall be calculated based on the amount of unpaid interest that would be accrued through the Maturity Date, provided that, in no event, shall such accrued and unpaid interest be less than the amount that would have accrued over six months at an annual interest rate of 13.77% on the Principal Amount of the Loan (or \$2.0 million). Additionally, upon conversion pursuant to this **Section 5.01(E)**, the Borrower shall deliver the Conversion Fee Shares.

SECTION 5.02. CONVERSION PROCEDURES.

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

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

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

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

SECTION 5.03. SETTLEMENT UPON CONVERSION.

(A) *Conversion Consideration.*

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

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

(ii) *Cash in Lieu of Fractional Shares.* If the number of Common Shares deliverable pursuant to **Section 5.03(A)(i)** upon conversion of the Loan is not a whole number, then such number will

be rounded down to the nearest whole number and the Borrower will deliver, in addition to the other consideration due upon such conversion, cash in lieu of the related fractional share in an amount equal to the product of (1) such fraction and (2) the Last Reported Sale Price per Common Share on the Conversion Date or the Fundamental Change Conversion Date for such conversion (or, if such Conversion Date or Fundamental Change Conversion Date is not a Trading Day, the immediately preceding Trading Day).

(iii) [Reserved].

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

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

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

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

(A) *Share Reserve.* At all times when the Loan is outstanding, the Borrower will not propose

at any general meeting of the Borrower's shareholders any reduction of the authorized share capital ("*maatschappelijk kapitaal*") such that it becomes insufficient to provide for the conversion of the Loan and will use its best efforts to ensure that its authorized share capital ("*maatschappelijk kapitaal*") is sufficient to permit the conversion of the then-outstanding Principal Amount of the Loan. To the extent the Borrower delivers Common Shares held in its treasury in settlement of the conversion of the Loan, each reference in these Terms and Conditions to the issuance of Common Shares in connection therewith will be deemed to include such delivery, *mutatis mutandis*.

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

SECTION 5.05. ADJUSTMENTS TO THE CONVERSION PRICE.

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

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

$$CP_t = CP_0 \times \frac{OS_0}{OS_t}$$

where:

CP_0 = the Conversion Price in effect immediately before the Open of Business on the Ex-Dividend Date for such dividend or distribution, or immediately before the Open of Business on the effective date of such share split or

share combination, as applicable;

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

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

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

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

where:

- CP_0 = the Conversion Price in effect immediately before the Open of Business on the Ex-Dividend Date for such distribution;
- CP_1 = the Conversion Price in effect immediately after the Open of Business on such Ex-Dividend Date;
- OS = the number of Common Shares outstanding immediately before the Open of Business on such Ex-Dividend Date;

X = the total number of Common Shares issuable pursuant to such rights, options or warrants; and

Y = a number of Common Shares obtained by dividing (x) the aggregate price payable to exercise such rights, options or warrants by (y) the average of the Last Reported Sale Prices per Common Share for the ten (10) consecutive Trading Days ending on, and including, the Trading Day immediately before the date such distribution is announced.

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

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

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

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

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

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

or **5.05(A)(ii)**, as applicable;

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

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

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

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

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

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

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

where:

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

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

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

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

provided, however, that if FMV is equal to or greater than SP , then, in lieu of the foregoing adjustment to the Conversion Price, the Lender will receive, for each

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

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

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

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

where:

CP_0 = the Conversion Price in effect immediately before the Close of Business on the last Trading Day of the Spin-Off Valuation Period for such Spin-Off;

CP_1 = the Conversion Price in effect immediately after the Close of Business on the last Trading Day of the Spin-Off Valuation Period;

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

units of such Capital Shares or equity interests distributed per Common Share in such Spin-Off; and

SP = the average of the Last Reported Sale Prices per Common Share for each Trading Day in the Spin-Off Valuation Period.

Notwithstanding anything to the contrary in this **Section 5.05(A)(iii)(2)**, if the Conversion Date for the Loan to be converted occurs during the Spin-Off Valuation Period for such Spin-Off, then, solely for purposes of determining the Conversion Consideration and Conversion Fee Shares for such conversion, such Spin-Off Valuation Period will be deemed to consist of the Trading Days occurring in the period from, and including, the Ex-Dividend Date for such Spin-Off to, and including, such Conversion Date.

To the extent any dividend or distribution of the type set forth in this **Section 5.05(A)(iii)(2)** is declared but not made or paid, the Conversion Price will be readjusted to the Conversion Price that would then be in effect had the adjustment been made on the basis of only the dividend or distribution, if any, actually made or paid.

(iv) *Cash Dividends or Distributions.* If any dividend or distribution of cash is made to all or substantially all holders of Common Shares, then the Conversion Price will be decreased based on the following formula:

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

where:

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

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

SP = the Last Reported Sale Price per Common Share on the Trading Day immediately before such Ex-Dividend Date; and

D = the cash amount distributed per Common Share in such dividend or distribution;

provided, however, that if D is equal to or greater than SP , then, in lieu of the foregoing adjustment to the Conversion Price, the Lender will receive, for each Common Share such Lender would have owned had such Lender converted the Loan on the record date for such dividend or distribution (which number of Common Shares shall be equal to the quotient obtained by dividing (1) the Principal Amount of the Loan *plus* accrued and

unpaid interest by (2) the Conversion Price then in effect on such record date), at the same time and on the same terms as holders of Common Shares, the amount of cash distributed per one Common Share.

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

(v) *Tender Offers or Exchange Offers.* If the Borrower or any of its Subsidiaries makes a payment in respect of a tender offer or exchange offer for Common Shares, and the value (determined as of the Expiration Time by the Board of Managing Directors) of the cash and other consideration paid per Common Share in such tender or exchange offer exceeds the Last Reported Sale Price per Common Share on the Trading Day immediately after the last date (the “**Expiration Date**”) on which tenders or exchanges may be made pursuant to such tender or exchange offer (as it may be amended), then the Conversion Price will be decreased based on the following formula:

$$CP_1 = CP_0 \times \frac{SP \times OS_0}{AC + (SP \times OS_1)}$$

where:

- CP_0 = the Conversion Price in effect immediately before the Close of Business on the last Trading Day of the Tender/Exchange Offer Valuation Period for such tender or exchange offer;
- CP_1 = the Conversion Price in effect immediately after the Close of Business on the last Trading Day of the Tender/Exchange Offer Valuation Period;
- AC = the aggregate value (determined as of the time (the “**Expiration Time**”) such tender or exchange offer expires by the Board of Managing Directors) of all cash and other consideration paid for Common Shares purchased or exchanged in such tender or exchange offer;
- OS_0 = the number of Common Shares outstanding immediately before the Expiration Time (including all Common Shares accepted for purchase or exchange in such tender or exchange offer);
- OS_1 = the number of Common Shares outstanding immediately after the Expiration Time (excluding all Common Shares accepted for purchase or exchange in such tender or exchange offer); and
- SP = the average of the Last Reported Sale Prices per Common Share over the ten (10) consecutive Trading Day period (the “**Tender/Exchange Offer Valuation Period**”) beginning on, and including, the Trading Day

immediately after the Expiration Date;

provided, however, that the Conversion Price will in no event be adjusted down pursuant to this **Section 5.05(A)(v)**, except to the extent provided in the immediately following paragraph. Notwithstanding anything to the contrary in this **Section 5.05(A)(v)**, if the Conversion Date for the Loan to be converted occurs during the Tender/Exchange Offer Valuation Period for such tender or exchange offer, then, solely for purposes of determining the Conversion Consideration or the Conversion Fee Shares for such conversion, such Tender/Exchange Offer Valuation Period will be deemed to consist of the Trading Days occurring in the period from, and including, the Trading Day immediately after the Expiration Date to, and including, such Conversion Date.

To the extent such tender or exchange offer is announced but not consummated (including as a result of the Borrower being precluded from consummating such tender or exchange offer under applicable law), or any purchases or exchanges of Common Shares in such tender or exchange offer are rescinded, the Conversion Price will be readjusted to the Conversion Price that would then be in effect had the adjustment been made on the basis of only the purchases or exchanges of Common Shares, if any, actually made, and not rescinded, in such tender or exchange offer.

(vi) *Degrassive Issuances*. If, on or after the Closing Date, the Borrower or any of its Subsidiaries issues or otherwise sells any Common Shares, or any Equity-Linked Securities, in each case at an Effective Price per Common Share that is less than the Conversion Price in effect (before giving effect to the adjustment required by this **Section 5.05(A)(vi)**) as of the date of the issuance or sale of such shares or Equity-Linked Securities (such an issuance or sale, a “**Degrassive Issuance**”), then, effective as of the Close of Business on such date, the Conversion Price will be decreased to an amount equal to the Weighted Average Issuance Price. For these purposes, the “**Weighted Average Issuance Price**” will be equal to:

$$\frac{(CP \times OS) + (EP \times X)}{OS + X}$$

where:

CP = the Conversion Price in effect immediately before giving effect to the adjustment required by this **Section 5.05(A)(vi)**;

OS = the number of Common Shares outstanding immediately before such Degrassive Issuance;

EP = the Effective Price per share of Common Shares in such Degrassive Issuance; and

X = the sum, without duplication, of (x) the total number of Common Shares issued or sold in such Degrassive Issuance; and (y) the maximum number of Common Shares underlying such Equity-Linked Securities issued or

sold in such Degressive Issuance;

provided, however, that (1) the Conversion Price will not be adjusted pursuant to this **Section 5.05(A)(vi)** solely as a result of an Exempt Issuance; (2) the issuance of Common Shares pursuant to any such Equity-Linked Securities will not constitute an additional issuance or sale of Common Shares for purposes of this **Section 5.05(A)(vi)** (it being understood, for the avoidance of doubt, that the issuance or sale of such Equity-Linked Securities, or any re-pricing or amendment thereof, will be subject to this **Section 5.05(A)(vi)**); and (3) in no event will the Conversion Price be increased pursuant to this **Section 5.05(A)(vi)**. For purposes of this **Section 5.05(A)(vi)**, any re-pricing or amendment of any Equity-Linked Securities (including, for the avoidance of doubt, any Equity-Linked Securities existing as of the Closing Date) will be deemed to be the issuance of additional Equity-Linked Securities, without affecting any prior adjustments theretofore made to the Conversion Price. The Borrower will not effect any Degressive Issuance that would result in an adjustment to the Conversion Price pursuant to this **Section 5.05(A)(vi)** that requires the approval of the Borrower's shareholders, unless the Borrower has obtained such shareholder approval before such Degressive Issuance.

(B) *Adjustments Not Yet Effective.* Notwithstanding anything to the contrary in these Terms and Conditions, if:

(i) the Loan is to be converted;

(ii) the record date, effective date or Expiration Time for any event that requires an adjustment to the Conversion Price pursuant to **Section 5.05(A)** (but without regard to **Section 5.05(A)(vi)**) has occurred on or before the Conversion Date for such conversion, but an adjustment to the Conversion Price for such event has not yet become effective as of such Conversion Date;

(iii) the Conversion Consideration due upon such conversion includes any whole Common Shares; and

(iv) such shares are not entitled to participate in such event (because they were not held on the related record date or otherwise),

then, solely for purposes of such conversion, the Borrower will, without duplication, give effect to such adjustment on such Conversion Date. In such case, if the date on which the Borrower is otherwise required to deliver the consideration due upon such conversion is before the first date on which the amount of such adjustment can be determined, then the Borrower will delay the settlement of such conversion until the second (2nd) Business Day after such first date.

(C) *Conversion Price Adjustments where Converting Lenders Participate in the Relevant Transaction or Event.* Notwithstanding anything to the contrary in these Terms and Conditions, if:

(i) a Conversion Price adjustment for any dividend or distribution becomes effective on any Ex-Dividend Date pursuant to **Section 5.05(A)** (but without regard to **Section 5.05(A)(vi)**);

(ii) the Loan is to be converted;

- (iii) the Conversion Date for such conversion occurs on or after such Ex-Dividend Date and on or before the related record date;
- (iv) the Conversion Consideration due upon such conversion includes any whole Common Shares based on a Conversion Price that is adjusted for such dividend or distribution; and
- (v) such shares would be entitled to participate in such dividend or distribution (including pursuant to **Section 5.02(C)**),

then (x) such Conversion Price adjustment will not be given effect for such conversion and (y) the Common Shares issuable upon such conversion based on such unadjusted Conversion Price will be entitled to participate in such dividend or distribution.

(D) *Limitation on Effecting Transactions Resulting in Certain Adjustments.* The Borrower will not engage in or be a party to any transaction or event that would require the Conversion Price to be adjusted pursuant to **Section 5.05(A)** to an amount, if any, that, under applicable law, would not permit the Common Shares issuable upon conversion to be legally issued and valid.

(E) *Equitable Adjustments to Prices.* Whenever any provision of these Terms and Conditions requires the Borrower to calculate the average of the Last Reported Sale Prices, or any function thereof, over a period of multiple days (including to calculate an adjustment to the Conversion Price), the Borrower will make proportionate adjustments, if any, to such calculations to account for any adjustment to the Conversion Price pursuant to **Section 5.05(A)(i)** that becomes effective, or any event requiring such an adjustment to the Conversion Price where the Ex-Dividend Date or effective date, as applicable, of such event occurs, at any time during such period.

(F) *Calculation of Number of Outstanding Common Shares.* For purposes of **Section 5.05(A)**, the number of Common Shares outstanding at any time will exclude Common Shares held in the Borrower's treasury (unless the Borrower pays any dividend or makes any distribution on Common Shares held in its treasury).

(G) *Calculations.* All calculations with respect to the Conversion Price and adjustments thereto will be made to the nearest cent.

(H) *Notice of Conversion Price Adjustments.* Upon the effectiveness of any adjustment to the Conversion Price pursuant to **Section 5.05(A)**, the Borrower will promptly send notice to the Lenders containing (i) a brief description of the transaction or other event on account of which such adjustment was made; (ii) the Conversion Price in effect immediately after such adjustment; and (iii) the effective time of such adjustment.

SECTION 5.06. VOLUNTARY ADJUSTMENTS.

(A) *Generally.* To the extent permitted by law and applicable stock exchange rules, the Borrower, from time to time, may (but is not required to) decrease the Conversion Price by any amount if (i) the Board of Managing Directors determines that such decrease is either (x) in the best interest of the Borrower; or (y) advisable to avoid or diminish any income tax imposed on holders of Common Shares or rights to purchase Common Shares as a result of any dividend or

distribution of Common Shares (or rights to acquire Common Shares) or any similar event; (ii) such decrease is in effect for a period of at least twenty (20) Business Days; and (iii) such decrease is irrevocable during such period.

(B) *Notice of Voluntary Decreases.* If the Board of Managing Directors determines to decrease the Conversion Price pursuant to **Section 5.06(A)**, then, no later than the first Business Day of the related twenty (20) Business Day period referred to in **Section 5.06(A)**, the Borrower will send notice to the Lender of such decrease, the amount thereof and the period during which such decrease will be in effect.

SECTION 5.07. EFFECT OF COMMON SHARES CHANGE EVENT.

(A) *Generally.* If there occurs any:

- (i) recapitalization, reclassification or change of the Common Shares (other than (x) changes solely resulting from a subdivision or combination of the Common Shares, (y) a change only in par value or from par value to no par value or no par value to par value and (z) share splits and share combinations that do not involve the issuance of any other series or class of securities);
- (ii) consolidation, merger, combination or binding or statutory share exchange involving the Borrower;
- (iii) sale, lease or other transfer of all or substantially all of the assets of the Borrower and its Subsidiaries, taken as a whole, to any Person; or
- (iv) other similar event,

and, as a result of which, the Common Shares are converted into, or are exchanged for, or represent solely the right to receive, other securities, cash or other property, or any combination of the foregoing (such an event, a “**Common Shares Change Event**,” and such other securities, cash or property, the “**Reference Property**,” and the amount and kind of Reference Property that a holder of one (1) Common Share would be entitled to receive on account of such Common Shares Change Event (without giving effect to any arrangement not to issue or deliver a fractional portion of any security or other property), a “**Reference Property Unit**”), then, notwithstanding anything to the contrary in these Terms and Conditions,

(1) from and after the effective time of such Common Shares Change Event, (I) the Conversion Consideration and the Conversion Fee Shares due upon conversion of the Loan will be determined in the same manner as if each reference to any number of Common Shares in this **Article 5** (or in any related definitions) were instead a reference to the same number of Reference Property Units; and (II) for purposes of the definition of “Fundamental Change” references to “Common Shares” and the Borrower’s “common equity” will be deemed to refer to the common equity (including depositary receipts representing common equity), if any, forming part of such Reference Property; and

(2) for these purposes, the Last Reported Sale Price of any Reference Property Unit or portion thereof that does not consist of a class of securities will be the fair value of such Reference Property Unit or portion thereof, as applicable, determined in good

faith and in a commercially reasonable manner by the Borrower (or, in the case of cash denominated in U.S. dollars, the face amount thereof).

If the Reference Property consists of more than a single type of consideration to be determined based in part upon any form of shareholder election, then the composition of the Reference Property Unit will be deemed to be the weighted average of the types and amounts of consideration actually received, per Common Share, by the holders of Common Shares. The Borrower will notify the Lender of such weighted average as soon as practicable after such determination is made.

At or before the effective time of such Common Shares Change Event, the Borrower and the resulting, surviving or transferee Person (if not the Borrower) of such Common Shares Change Event (the “**Successor Person**”) will execute and deliver to the Lender such instrument(s) or other document(s) as may be necessary or reasonable to give effect to the provisions of this **Section 5.07(A)**, including to (x) provide for subsequent conversions of the Loan in the manner set forth in this **Section 5.07**; and (y) provide for subsequent adjustments to the Conversion Price pursuant to **Section 5.05(A)** in a manner consistent with this **Section 5.07**. If the Reference Property includes shares of stock or other securities or assets (other than cash) of a Person other than the Successor Person, then such other Person will also execute such instrument(s) or other document(s) and the same will contain such additional provisions, if any, that the Borrower reasonably determines are appropriate to preserve the economic interests of the Lender.

(B) *Notice of Common Shares Change Events.* The Borrower will provide notice of each Common Shares Change Event to the Lender no later than the effective date of such Common Shares Change Event.

(C) *Compliance Covenant.* The Borrower will not become a party to any Common Shares Change Event unless its terms are consistent with this **Section 5.07**.

Article 6. SUCCESSORS

SECTION 6.01. WHEN THE BORROWER MAY MERGE, ETC.

The Borrower will not consolidate with or merge with or into, or (directly, or indirectly through one or more of its Subsidiaries) sell, lease or otherwise transfer, in one transaction or a series of transactions, all or substantially all of the assets of the Borrower and its Subsidiaries, taken as a whole, to another Person (a “**Business Combination Event**”), unless:

(A) the resulting, surviving or transferee Person either (x) is the Borrower or (y) if not the Borrower, is a corporation (the “**Successor Entity**”) duly organized and existing under the laws of the Netherlands or the laws of the United States of America, any State thereof or the District of Columbia that expressly assumes (by executing and delivering to the Lender, at or before the effective time of such Business Combination Event, such appropriate instrument(s) or other documentation) all of the Borrower’s obligations under these Terms and Conditions (including, for the avoidance of doubt, the obligation to pay Additional Amounts pursuant to **Section 3.02**); and

(B) immediately after giving effect to such Business Combination Event, no Default or Event of Default will have occurred and be continuing.

SECTION 6.02. SUCCESSOR ENTITY SUBSTITUTED.

At the effective time of any Business Combination Event that complies with **Section 6.01**, the Successor Entity (if not the Borrower) will succeed to, and may exercise every right and power of, the Borrower under these Terms and Conditions with the same effect as if such Successor Entity had been named as the Borrower in these Terms and Conditions, and, except in the case of a lease, the predecessor Borrower will be discharged from its obligations under these Terms and Conditions and the other Transaction Documents.

Article 7. DEFAULTS AND REMEDIES

SECTION 7.01. EVENTS OF DEFAULT.

(A) *Definition of Events of Default.* “**Event of Default**” means the occurrence of any of the following:

- (i) a default in the payment when due (whether at maturity or otherwise) of any accrued and unpaid interest, if any, on the Loan;
- (ii) the Borrower’s failure to deliver, when required by these Terms and Conditions, a Fundamental Change Notice, if such failure is not cured within five (5) Business Days after its occurrence;
- (iii) a default in the Borrower’s obligation to convert the Loan in accordance with **Article 4** or **Article 5** upon the exercise of the conversion right with respect thereto, which default continues for five (5) Business Days after its occurrence;
- (iv) a default in the Borrower’s obligations under **Article 6**;
- (v) a default in any of the Borrower’s obligations or agreements under these Terms and Conditions or any other Transaction Document (other than a default set forth in **clause (i), (ii), (iii) or (iv)** of this **Section 7.01(A)**) where such default is not cured or waived within thirty (30) days after notice to the Borrower by the Lender, which notice must specify such default, demand that it be remedied and state that such notice is a “Notice of Default”;
- (vi) a default by the Borrower or any of the Borrower’s Significant Subsidiaries with respect to any one or more mortgages, agreements or other instruments under which there is outstanding, or by which there is secured or evidenced, any indebtedness for money borrowed of at least five hundred thousand dollars (\$500,000) (or its foreign currency equivalent) in the aggregate of the Borrower or any of the Borrower’s Significant Subsidiaries, whether such indebtedness exists as of the Closing Date or is thereafter created, where such default:
 - (1) constitutes a failure to pay the principal of, or premium or interest on, any of such indebtedness when due and payable at its stated maturity, upon

required repayment, upon declaration of acceleration or otherwise; or

(2) results in such indebtedness becoming or being declared due and payable before its stated maturity;

(vii) one or more final judgments being rendered against the Borrower or any of the Borrower's Significant Subsidiaries for the payment of at least five hundred thousand dollars (\$500,000) (or its foreign currency equivalent) in the aggregate (excluding any amounts covered by insurance), where such judgment is not discharged or stayed within sixty (60) days after (i) the date on which the right to appeal the same has expired, if no such appeal has commenced; or (ii) the date on which all rights to appeal have been extinguished;

(viii) the Borrower denies or disaffirms its obligations under the Registration Rights Agreement;

(ix) the Borrower or any of its Significant Subsidiaries, pursuant to or within the meaning of any Bankruptcy Law, either:

(1) commences a voluntary case or proceeding;

(2) consents to the entry of an order for relief against it in an involuntary case or proceeding;

(3) consents to the appointment of a custodian of it or for any substantial part of its property;

(4) makes a general assignment for the benefit of its creditors;

(5) takes any comparable action under any foreign Bankruptcy Law; or

(6) generally is not paying its debts as they become due; or

(x) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that either:

(1) is for relief against the Borrower or any of its Significant Subsidiaries in an involuntary case or proceeding;

(2) appoints a custodian of the Borrower or any of its Significant Subsidiaries, or for any substantial part of the property of the Borrower or any of its Significant Subsidiaries;

(3) orders the winding up or liquidation of the Borrower or any of its Significant Subsidiaries; or

(4) grants any similar relief under any foreign Bankruptcy Law,

and, in each case under this **Section 7.01(A)(x)**, such order or decree remains unstayed

and in effect for at least sixty (60) days.

(xi) a breach or default in the Borrower's obligations or agreements under Section 6(a) (Right to Nominate Lender Director), Section 6(d) (Use of Proceeds) or Section 6(f) (Indebtedness) of the Loan Agreement or under Section 2 (Certain New Securities; Preemptive Rights) under the Preemptive Rights Agreement;

(xii) an Event of Default (as defined in the Joint Venture Agreement) under Section 14 of the Joint Venture Agreement occurs (without giving effect to the applicable grace or cure periods described therein) and any such Event of Default continues for a period of thirty (30) days following such Event of Default.

(B) *Cause Irrelevant.* Each of the events set forth in **Section 7.01(A)** will constitute an Event of Default regardless of the cause thereof or whether voluntary or involuntary or effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body.

SECTION 7.02. ACCELERATION.

If an Event of Default occurs, then the Principal Amount of, and all accrued and unpaid interest on, the Loan then outstanding will become due and payable without any further action or notice by any Person (x) with respect to an Event of Default under **Section 7.01(A)(ix)** or **Section 7.01(A)(x)**, immediately, and (y) with respect to any other Event of Default, at the election of the Lender by notice to the Borrower.

Article 8. MISCELLANEOUS

SECTION 8.01. NOTICES.

Any notice or communication by the Borrower will be deemed to have been duly given (a) when delivered personally by hand (with written confirmation of receipt), (b) when sent by e-mail, facsimile transmission, or other similar means of unsecured electronic communication (with written confirmation of transmission) or (c) one Business Day following the day sent by overnight courier (with written confirmation of receipt), in each case at the following addresses (or to such other address as the Borrower may have specified by notice given to the other Parties pursuant to this provision):

Centogene N.V.
Am Strande 7
18055 Rostock
Germany
Attention: [***]

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

Davis Polk & Wardwell London LLP
5 Aldermanbury Square
London EC2V 7HR
United Kingdom
Attention: Leo Borchardt

And

Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, NY 10017
United States
Attention: David Hahn

And

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

The Borrower or the Lender, by notice to the other, may designate additional or different addresses (including facsimile numbers and electronic addresses) for subsequent notices or communications. The Borrower will record in the Register any such additional or different address provided by the Lender.

All notices or communications required to be made to a Lender pursuant to these Terms and Conditions must be made in writing and will be deemed to be duly sent or given in writing if mailed by first class mail, certified or registered, return receipt requested, or by overnight air courier guaranteeing next day delivery, to its address shown on the Register. The failure to send a notice or communication to a Lender, or any defect in such notice or communication, will not affect its sufficiency with respect to any other Lender, if applicable.

All notices and communications will be deemed to have been duly given: (A) at the time delivered by hand, if personally delivered; (B) five (5) Business Days after being deposited in the mail, postage prepaid, if mailed; (C) when receipt acknowledged, if transmitted by facsimile, electronic transmission or other similar means of unsecured electronic communication; and (D) the next Business Day after timely delivery to the courier, if sent by overnight air courier guaranteeing next day delivery.

SECTION 8.02. NO PERSONAL LIABILITY OF DIRECTORS, OFFICERS, EMPLOYEES AND SHAREHOLDERS.

No past, present or future director, officer, employee, incorporator or shareholder of the Borrower, as such, will have any liability for any obligations of the Borrower under these Terms and Conditions or for any claim based on, in respect of, or by reason of, such obligations or their

creation and by making the Loan pursuant to the Loan Agreement, the Lender waives and releases all such liability. Such waiver and release are part of the consideration for assumption of the Loan on the part of the Borrower.

SECTION 8.03. GOVERNING LAW; WAIVER OF JURY TRIAL.

THESE TERMS AND CONDITIONS, AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THESE TERMS AND CONDITIONS, WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. EACH OF BORROWER AND LENDER IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THESE TERMS AND CONDITIONS OR THE TRANSACTIONS CONTEMPLATED BY THESE TERMS AND CONDITIONS.

SECTION 8.04. ARBITRATION.

The Borrower and each Lender agrees that any dispute, difference, claim, question or controversy arising out of or in connection with these Terms and Conditions, which is not amicably settled between the Borrower and the Lender within a period of one month from the date of the start of negotiations between the Borrower and the Lender, shall be finally resolved pursuant to arbitration pursuant to the terms set forth in this **Section 8.04**. New York, New York will be the place of arbitration. Arbitration shall be governed by Judicial Arbitration & Mediation Services (“**JAMS**”) and its JAMS Comprehensive Rules and Procedures (“**JAMS Rules**”) in effect at the time the arbitration is commenced. A panel of three neutral arbitrators will be selected in accordance with the JAMS Rules to conduct the arbitration. The arbitration shall be conducted in English. The arbitral award shall be final and enforced in any court of competent jurisdiction by either party. To the extent permissible by applicable law, the Borrower and the Lender hereby waive any right to appeal the decision of the arbitration. The arbitral tribunal may award legal costs and expenses as it deems fit. The Borrower and the Lender hereby acknowledge and agree that arbitrators may issue procedural orders and decide on interim measures/injunctions in the course of the arbitration. The Borrower and the Lender agree that any one of them may request in aid of arbitration from any court of competent jurisdiction, injunctive relief or other conservatory measures. The Borrower and each Lender agrees that the fact of any arbitration hereunder, the content of any such proceedings and the outcome thereof shall be treated as confidential and shall be held confidential by either party and their respective Representatives.

SECTION 8.05. NO ADVERSE INTERPRETATION OF OTHER AGREEMENTS.

These Terms and Conditions may not be used to interpret any indenture, note, loan or debt agreement of the Borrower or its Subsidiaries or of any other Person, and no such indenture, note, loan or debt agreement may be used to interpret these Terms and Conditions.

SECTION 8.06. SUCCESSORS.

All agreements of the Borrower in the Loan Agreement and these Terms and Conditions

will bind its successors.

SECTION 8.07. CALCULATIONS.

Except as otherwise provided in these Terms and Conditions, the Borrower will be responsible for making all calculations called for under these Terms and Conditions, including determinations of the Last Reported Sale Price, accrued interest on the Loan and the Conversion Price.

The Borrower will make all calculations in good faith, and, absent manifest error, its calculations will be final and binding on the Lender. The Borrower will provide a schedule of its calculations to the Lender upon request.

SECTION 8.08. SEVERABILITY.

If any provision of these Terms and Conditions or any other Transaction Document is invalid, illegal or unenforceable, then the validity, legality and enforceability of the remaining provisions of these Terms and Conditions or the other Transaction Documents will not in any way be affected or impaired thereby.

SECTION 8.09. TABLE OF CONTENTS, HEADINGS, ETC.

The table of contents and the headings of the Articles and Sections of these Terms and Conditions have been inserted for convenience of reference only, are not to be considered a part of these Terms and Conditions and will in no way modify or restrict any of the terms or provisions of these Terms and Conditions.

SECTION 8.10. SERVICE OF PROCESS.

The Borrower irrevocably appoints Centogene US, LLC, which currently maintains an office at 99 Erie St, Cambridge, MA 02139, United States of America, as its authorized agent in the United States upon which process may be served in any suit, action or proceeding referred to in **Section 8.04**, and agrees that service of process upon such agent, and written notice of such service to the Borrower by the person serving the same to Centogene N.V., Am Strande 7, 18055 Rostock, Germany, Attention: [***], will be, in every respect, effective service of process upon the Borrower in any such suit, action or proceeding. The Borrower agrees to take any and all reasonable action as may be necessary to maintain such designation and appointment of such agent in full force and effect until the date that is six (6) months after the Maturity Date. If, for any reason, such agent ceases to be such agent for service of process, then the Borrower will promptly appoint a new agent of recognized standing for service of process in the United States and deliver to the Lender a copy of the new agent's acceptance of that appointment within ten (10) Business Days of such acceptance. Nothing in this **Section 8.10** will affect the right of the Lender to serve process in any other manner permitted by law or to commence legal proceedings or otherwise proceed against the Borrower in any other court of competent jurisdiction. To the extent that the Borrower has or hereafter may acquire any sovereign or other immunity from jurisdiction of any court or from any legal process with

respect to itself or its property, the Borrower irrevocably waives such immunity in respect of its obligations under these Terms and Conditions.

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FORM OF CONVERSION NOTICE

CONVERSION NOTICE

CENTOGENE N.V.

Loan

Subject to the terms of the Terms and Conditions and the Loan Agreement, by executing and delivering this Conversion Notice, the undersigned Lender identified below directs the Borrower to convert the entire Principal Amount (as defined in the Loan Agreement) of the Loan.

Date: _____
_____ (Legal Name of Lender)

By: _____
Name:
Title:

FORM OF ASSIGNMENT

ASSIGNMENT FORM

CENTOGENE N.V.

Loan

Subject to the terms of the Terms and Conditions, the undersigned Lender identified below assigns (check one):

- the entire Principal Amount of
- \$_____aggregate Principal Amount of

the Loan and all rights thereunder, to:

Name: _____

Address: _____

Social security or tax id. #: _____

and irrevocably appoints: _____

as agent to transfer and assign such Loan on the books of the Borrower. The agent may substitute another to act for him/her.

Date: _____ (Legal Name of Lender)

By: _____
Name:
Title:

PHARMACEUTICAL INVESTMENT COMPANY
Alra'idah Digital City, Building MU04, Al Nakhil District,
P.O. Box 6847, Riyadh 11452,
The Kingdom of Saudi Arabia

October 26, 2023

Centogene N.V.
Am Strande 7
18055 Rostock
Germany

Re: Loan Agreement – Preemptive Rights Agreement

Ladies and Gentlemen:

This preemptive rights agreement (this “Agreement”) sets forth the agreements between Centogene N.V., a public company with limited liability (*naamloze vennootschap*) incorporated under the laws of the Netherlands (“Borrower”), and Pharmaceutical Investment Company, a closed joint stock company incorporated pursuant to the laws of the Kingdom of Saudi Arabia (together with its successors and/or permitted assigns, “Lender”), relating to certain rights, obligations and other matters set forth herein in connection with Borrower and Lender’s entry into that certain Loan Agreement, dated as of the date hereof, by and between Borrower and Lender (as may be amended, restated, amended and restated, modified or supplemented in accordance with its terms from time to time, the “Loan Agreement”), and is to be effective as of the Closing Date (as defined in the Loan Agreement). Lender and Borrower are each referred to herein as a “Party” and collectively as the “Parties”.

1. Defined Terms.

(a) Capitalized terms used but not otherwise defined herein shall have the meanings given thereto in the Loan Agreement.

(b) The following capitalized terms shall be defined herein as follows:

“Affiliate” has the meaning set forth in Rule 144 of the Securities Act as in effect on the date hereof.

“Agreement” has the meaning set forth in the preamble of this Agreement.

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

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

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

“Convertible Securities” has the meaning set forth in Section 2(a)(i).

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

“Equity Securities” has the meaning set forth in Section 2(a)(ii).

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

“Excluded Securities” has the meaning set forth in Section 2(a)(iii).

“Fundamental Change” means any of the following events:

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

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

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

provided, however, that a transaction or event described in clause (a) or (b) above will not be deemed to constitute a Fundamental Change if the Specified Shareholders each continue, immediately after such transaction or event described in clause (a) or (b) to be the direct or indirect “beneficial owner” (as defined below) of substantially the same number of Common Shares of Borrower (or replacement equity interests in the surviving entity, acquirer, successor, or transferee, as applicable (or the parent entity thereof)) as each “beneficially owned” as of the date hereof.

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

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

“JAMS” has the meaning set forth in Section 9.

“JAMS Rules” has the meaning set forth in Section 9.

“Lender” has the meaning set forth in the preamble of this Agreement.

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

“Loan” means the convertible loan made by Lender to Borrower pursuant to the Loan Agreement.

“Loan Agreement” has the meaning set forth in the preamble of this Agreement.

“Nasdaq” means The Nasdaq Stock Market LLC.

“New Securities” has the meaning set forth in Section 2(a)(iv).

“Offer” has the meaning set forth in Section 2(b).

“Offer Period” has the meaning set forth in Section 2(b).

“Options” has the meaning set forth in Section 2(a)(v).

“Party” or “Parties” has the meaning set forth in the preamble of this Agreement.

“Person” means an individual, corporation, partnership, limited liability company, joint venture, trust or unincorporated organization or a Governmental Entity.

“ROFO Agreement” means that certain ROFO Agreement, dated as of October 26, 2023, between Lender, DPE Deutsche Private Equity GmbH, Careventures Fund II S.C.Sp, and TVM Life Science Innovation I, L.P., as the same may be amended or supplemented from time to time.

“Registration Rights Agreement” means that certain Registration Rights Agreement, dated as of October 26, 2023, between Borrower and Lender, as the same may be amended or supplemented from time to time.

“Representatives” means with respect to any Person, such Person’s Affiliates and its and their respective directors, officers, employees, agents, insurance providers, and legal and financial advisors.

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

“Specified Shareholder” means, collectively, (a) DPE Deutsche Private Equity GmbH, (b), Careventures Fund II S.C.Sp, and (c) TVM Life Science Innovation I, L.P.

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

“Supervisory Board of Directors” means the supervisory board of directors of Borrower.

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

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

2. Certain New Securities; Preemptive Rights.

(a) For purposes of this Section 2, the following terms shall have the following meanings:

- (i) “Convertible Securities” means any security convertible into or exchangeable for Common Shares.
- (ii) “Equity Securities” means (A) all Capital Shares of Borrower or its Subsidiaries, (B) all securities convertible into or exchangeable for Capital Shares of Borrower or its Subsidiaries and (C) all options, warrants or other rights to purchase or otherwise acquire from Borrower or its Subsidiaries such Capital Shares, or securities convertible into or exchangeable for Capital Shares.
- (iii) “Excluded Securities” means (A) any Capital Shares or options to purchase shares of Capital Shares, or other equity-based awards (including restricted stock units), issued or granted to employees (or prospective employees who have accepted an offer of employment), directors or consultants of Borrower or any of its Subsidiaries, pursuant to plans that have been approved by a majority of the independent members of the Supervisory Board of Directors or that exist as of the date of this Agreement; (B) securities issued by Borrower or its Subsidiaries upon the exercise, exchange or conversion of any securities that are exercisable or exchangeable for, or convertible into, Capital Shares and are outstanding as of the date of this Agreement, provided that such exercise, exchange or conversion is effected pursuant to the terms of such securities as in effect on the date of this Agreement; (C) any securities issued as a result of any Common Share split, reclassification or reorganization; (D) securities (including Common Shares or Convertible Securities) issued pursuant to a bona fide public offering, or Convertible Securities or Common Shares issuable upon exercise or conversion of Convertible Securities issued pursuant to a bona fide public offering; provided, that the foregoing exception in clause (D) shall only apply so long as Borrower remains listed on Nasdaq, and (E) the Loan and Underlying Shares. For purposes of this definition, “consultant” means a consultant that may participate in an “employee benefit plan” in accordance with the definition of such term in Rule 405 under the Securities Act.
- (iv) “New Securities” means all Equity Securities other than: (A) Excluded Securities; (B) Capital Shares of Borrower issued on a pro rata basis to all holders of such class as a share dividend; (C) Capital Shares of Borrower issued as consideration in connection with the acquisition, approved by the Supervisory Board of Directors, by Borrower of assets or Capital Shares of any Person; and (D) rights issued pursuant to a shareholder rights plan.

- (v) “Options” means any options, warrants or other rights to subscribe for or to purchase, or any options for the purchase of, any Common Shares or Convertible Securities.

(b) Following the consummation of any Fundamental Change (including any take private transaction), and for so long as Lender holds at least 10% of the outstanding Common Shares of Borrower, including, prior to conversion, on an as-converted basis, if Borrower intends to issue New Securities to any Person, then, at least 20 Business Days prior to the issuance of the New Securities, Borrower shall deliver to Lender an offer (the “Offer”) to issue the New Securities to Lender upon the terms set forth in this Section 2. The Offer shall state that Borrower proposes to issue New Securities and shall specify the number and material terms (including the timing for the proposed issuance and the proposed purchase price) of the New Securities proposed to be issued. The Offer shall remain open and irrevocable for a period of 15 Business Days (the “Offer Period”) from the date of its delivery to Lender.

(c) Upon receipt of the Offer described in the foregoing paragraph, Lender shall have the right to purchase up to that portion of such New Securities equal to the quotient determined by dividing (x) the number of Common Shares held by Lender (including, prior to conversion, on an as-converted basis) by (y) the total number of Common Shares then outstanding. The closing of the purchase of New Securities by Lender shall be held at the principal offices of Borrower on the closing date set forth in the Offer or at such other time and place as Borrower and Lender may agree. At such closing, Borrower shall issue and deliver the New Securities to Lender against payment of the purchase price therefor by Lender. At such closing, Borrower and Lender shall execute such additional documents as are otherwise reasonably necessary or appropriate to consummate the closing of the issuance and sale of the New Securities.

(d) If Lender does not elect to purchase all or a portion of the New Securities available to Lender pursuant to Section 2(c), Borrower may issue and sell all or any of such New Securities not purchased by Lender, together with all other New Securities proposed to be issued as set out in the Offer, as applicable, to the applicable purchaser at a purchase price that is not more favorable, and on other terms and conditions that are not more favorable in any material respect, than those set forth in the Offer. If such sale is not consummated within 90 days of the date upon which the Offer is delivered to Lender in accordance with this Section 2 (which 90-day period shall be extended, if required, in order for the relevant parties to obtain any required approval of any Governmental Entity; provided, that such extension shall in no event extend for a period longer than 270 days after the date upon which the Offer is delivered to Lender), then Borrower’s right under this Section 2(d) to freely issue and sell such New Securities shall terminate and Borrower shall again comply with Section 2(c) in respect of any proposed issuance of New Securities.

3. Survival. Each Party’s obligations and covenants made in this Agreement shall survive.

4. Entire Agreement; Amendment; Waiver. This Agreement and the other Transaction Documents (including any schedules and exhibits hereto and thereto) represent the entire understanding and agreement between the Parties hereto with respect to the subject matter hereof. Nothing expressed or implied in this Agreement is intended or shall be construed so as to grant or confer on any person, firm or corporation other than the Parties hereto, any rights or privileges hereunder. This Agreement can be amended, supplemented or changed, and any provision hereof can be waived, only by written instrument making specific reference to this Agreement signed by the Party against whom enforcement of any such amendment, supplement, modification or waiver is sought. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by the Party taking such action of compliance with any agreement contained herein. The waiver by any Party hereto of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or

subsequent breach. No failure on the part of any Party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such Party preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

5. Assignability. Neither this Agreement nor any right, remedy, obligation or liability arising hereunder or by reason hereof will be assignable by either Party without the prior written consent of the other Party; provided, however, that Lender may assign any of its rights, remedies, obligations or liabilities arising under this Agreement to its Permitted Transferees (as defined in the Loan Agreement).

6. Further Instruments and Acts. Each of the Parties to this Agreement agrees to execute and deliver such further instruments and do such further acts as may be reasonably necessary or proper to more effectively carry out the purposes of this Agreement.

7. Waiver of Jury Trial. EACH OF BORROWER AND LENDER IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING ARISING OUT OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

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

9. Arbitration. Each Party agrees that any dispute, difference, claim, question or controversy arising out of or in connection with this Agreement, which is not amicably settled between the Parties hereto within a period of one month from the date of the start of negotiations between the Parties, shall be finally resolved pursuant to arbitration pursuant to the terms set forth in this Section 9. New York, NY will be the place of arbitration. Arbitration shall be governed by Judicial Arbitration & Mediation Services (“JAMS”) and its JAMS Comprehensive Rules and Procedures (“JAMS Rules”) in effect at the time the arbitration is commenced. A panel of three neutral arbitrators will be selected in accordance with the JAMS Rules to conduct the arbitration. The arbitration shall be conducted in English. The arbitral award shall be final and enforced in any court of competent jurisdiction by either Party. To the extent permissible by Law, the Parties hereby waive any right to appeal the decision of the arbitration. The arbitral tribunal may award legal costs and expenses as it deems fit. The Parties hereby acknowledge and agree that arbitrators may issue procedural orders and decide on interim measures/injunctions in the course of the arbitration. The Parties hereunder agree that any one of them may request in aid of arbitration from any court of competent jurisdiction, injunctive relief or other conservatory measures. The Parties hereto hereby agree that the fact of any arbitration hereunder, the content of any such proceedings and the outcome thereof shall be treated as confidential and shall be held confidential by each Party and their respective Representatives in accordance with Section 17.

10. Expenses. Each of the Parties shall bear all of its own costs and expenses incurred in connection with transactions contemplated by this Agreement and the other Transaction Documents, including without limitation, legal and meeting expenses and costs in connection with the preparation of this Agreement and the other Transaction Documents and any filing expenses with respect to the Transaction Documents.

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

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

If to Borrower:

Centogene N.V.
Am Strande 7
18055 Rostock
Germany
Attn: [***]
Email: [***]

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

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

If to Lender:

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

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

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

13. Binding Effect. The provisions of this Agreement will be binding upon and accrue to the benefit of the Parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

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

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

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

17. Confidentiality. Neither Party hereto nor any of its Representatives may make any press release or other public disclosure regarding the existence of this Agreement, its contents, or the transactions contemplated by this Agreement without the written consent of the other Party, in any case, as to the form, content, and timing and manner of distribution or publication of such press release or other public disclosure (which consent may not be unreasonably withheld, conditioned, or delayed). Each Party shall hold confidential the terms and provisions of this Agreement and the terms of the transactions contemplated by this Agreement. Notwithstanding the foregoing, nothing in this Section 17 will prevent either Party or its Representatives from making any press release or other disclosure (a) required by Law or the rules of any stock exchange, in which case the Party required to make such press release or other disclosure shall use commercially reasonable efforts to allow the other Party reasonable time to review and comment on such release or disclosure in advance of its issuance or (b) to the accountants, Representatives, stockholders, members and partners of such Party and its Affiliates as necessary in connection with the ordinary conduct of their businesses (so long as such Persons agree to keep the terms of this Agreement confidential).

[Signature Page Follows]

The undersigned hereby execute and deliver this Agreement as of the date first set forth above.

Lender:

PHARMACEUTICAL INVESTMENT COMPANY

By: /s/ Ibrahim Abdulrahman I Aljuffali

Name: Dr. Ibrahim Abdulrahman I Aljuffali

Title: Chairman

Borrower:

CENTOGENE N.V.

By: /s/ Kim Stratton

Name: Kim Stratton

Title: Chief Executive Officer

SIGNATURE PAGE TO PREEMPTIVE RIGHTS AGREEMENT

Centogene N.V.

Second Registration Rights Agreement

October 26, 2023

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Exhibits

Exhibit A: Form of Notice and Questionnaire

A-1

Second Registration Rights Agreement

SECOND REGISTRATION RIGHTS AGREEMENT, dated as of October 26, 2023, to be effective as of the Closing Date (as defined below), between Centogene N.V., a public company with limited liability (*naamloze vennootschap*) incorporated under the laws of the Netherlands (the “**Borrower**”), and the Lender signatory hereto.

WHEREAS, the execution and delivery of this Agreement is a condition to the closing of the transactions contemplated by the Loan Agreement (as defined in **Section 1**).

THEREFORE, the Borrower agrees as follows for the benefit of the Lender and the Holders (as defined in **Section 1**):

SECTION 1. DEFINITIONS.

“**Additional Interest**” means any fee payable by the Borrower pursuant to **Section 9(c)**.

“**Additional Interest Rate**” means a rate per annum equal to one quarter of one percent (0.25%) for the first ninety (90) days on which Additional Interest accrues and, thereafter, at a rate per annum equal to one half of one percent (0.50%).

“**Affiliate**” has the meaning set forth in Rule 144.

“**Agreement**” means this Second Registration Rights Agreement, as amended or supplemented from time to time.

“**As-Converted Registrable Security Ownership Percentage**” means, with respect to any Holder(s) as of any time, a fraction (a) whose numerator is the aggregate number of Registrable Securities owned, or issuable upon conversion of the Loan, held by such Holder(s) as of such time; and (b) whose denominator is the aggregate number of Registrable Securities that are then outstanding or are issuable upon conversion of the Loan then outstanding.

“**Blackout Commencement Notice**” has the meaning set forth in **Section 6(a)(i)**.

“**Blackout Period**” has the meaning set forth in **Section 6(a)(v)**.

“**Blackout Termination Notice**” has the meaning set forth in **Section 6(a)(v)**.

“**Borrower**” means Centogene N.V., a public company with limited liability (*naamloze vennootschap*) incorporated under the laws of the Netherlands.

“**Borrower Indemnified Person**” mean each of the following Persons: (a) the Borrower; (b) any Affiliate of the Borrower; (c) any partner, director, officer, member, shareholder, employee, advisor or other representative of the Borrower or its Affiliates; (d) each Person, if any, who controls the Borrower within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act; and (e) each successor of the foregoing Persons.

“Borrower Registration Expenses” means all fees and expenses incurred by the Borrower in connection with its obligations pursuant to **Section 3, Section 4, Section 5** or **Section 7** (regardless of whether any Registration Statement is filed or becomes effective under the Securities Act or whether any Demand Underwritten Offering or Piggyback Underwritten Offering is consummated), including the following, to the extent applicable: (a) registration, qualification or filing fees of the SEC, FINRA or state securities or “blue sky” regulatory agencies; (b) fees incurred in connection with the listing, or the maintaining of any listing, of any Registrable Securities on any national securities exchange or inter-dealer quotation system; (c) the fees and disbursements of counsel for the Borrower or of any independent accounting firm for the Borrower; (d) the reasonable fees and out-of-pocket expenses of a single counsel for the Lender in connection the review of the General Registration Statement Documents contemplated by **Section 7(b)**; and (e) the reasonable fees and out-of-pocket expenses, of a single Designated Holder Counsel incurred in connection with any Demand Underwritten Offering, or a single Designated Holder Counsel incurred in connection with any Piggyback Underwritten Offering; *provided, however*, that Borrower Registration Expenses will not include (i) any fees, expenses or disbursements of any counsel for any Holder or for the Lender, except fees and expenses of any such counsel that constitute Borrower Registration Expenses pursuant to **clause (d)** or **(e)** above; or (ii) any underwriting, brokerage or similar fees or discounts or selling commissions, or any share transfer taxes (or any other taxes borne by any Holder), incurred in connection with the sale or other transfer of any Registrable Securities.

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

“Closing Date” has the meaning set forth in the Terms and Conditions.

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

“Common Shares Change Event” has the meaning set forth in the Terms and Conditions.

“Demand Registration Notice” has the meaning set forth in **Section 4(a)**.

“Demand Registration Statement” means each registration statement under the Securities Act that is designated by the Borrower for the registration, under the Securities Act, of any Demand Underwritten Offering pursuant to **Section 4**. For the avoidance of doubt, the Demand Registration Statement may, at the Borrower’s election, be the General Resale Registration Statement.

“Demand Underwriting Registration Statement Documents” means any Demand Registration Statement, all pre- and post-effective amendments thereto, the related prospectus (including any preliminary prospectus), all supplements to such prospectus (including any preliminary prospectus supplements), the documents incorporated by reference in any of the foregoing and each related “issuer free writing prospectus” (as defined in Rule 433 under the

Securities Act).

“**Demand Underwritten Offering**” has the meaning set forth in **Section 4(a)**.

“**Demand Underwritten Offering Majority Holders**” has the meaning set forth in **Section 4(d)(i)**.

“**Demanding Notice Holders**” has the meaning set forth in **Section 4(a)**.

“**Depository**” means The Depository Trust, Borrower or any other entity acting as securities depository for any of the Registrable Securities.

“**Designated Holder Counsel**” has the following meaning: (a) with respect to the General Resale Registration Statement, a single counsel that is designated and appointed by one or more Notice Holders whose aggregate As-Converted Registrable Securities Ownership Percentage exceeds fifty percent (50%) (with written notice of such designation and appointment to the Borrower by such Notice Holders), to serve as counsel for all Notice Holders in respect of the General Resale Registration Statement and (b) with respect to any Demand Underwritten Offering, a single counsel that is designated and appointed by one or more Notice Holders owning a majority of the Registrable Securities to be sold pursuant to such Demand Underwritten Offering (with written notice thereof to the Borrower by such Notice Holders), to serve as counsel for such Notice Holders in respect of such Demand Underwritten Offering; and (c) with respect to any Piggyback Underwritten Offering, a single counsel that is designated and appointed by one or more Notice Holders owning a majority of the Registrable Securities to be sold pursuant to such Piggyback Underwritten Offering (with written notice thereof to the Borrower by such Notice Holders), to serve as counsel for such Notice Holders in respect of such Piggyback Underwritten Offering.

“**Exchange Act**” means the Securities Exchange Act of 1934, as amended, and the rules and regulations of the SEC thereunder.

“**FINRA**” means the Financial Industry Regulatory Authority, Inc. or any successor organization performing similar functions.

“**Form F-1**” means Form F-1 under the Securities Act, or any successor form thereto.

“**Form F-3**” means Form F-3 under the Securities Act, or any successor form thereto.

“**Fundamental Change**” has the meaning set forth in the Terms and Conditions.

“**General Resale Registration Statement**” means each registration statement under the Securities Act that is filed pursuant to **Section 3** for the purposes set forth therein.

“**General Resale Registration Statement Documents**” means any General Resale Registration Statement, all pre- and post-effective amendments thereto, the related prospectus (including any preliminary prospectus), all supplements to such prospectus (including any

preliminary prospectus supplements), the documents incorporated by reference in any of the foregoing and each related “issuer free writing prospectus” (as defined in Rule 433 under the Securities Act).

“**General Resale Registration Statement Effectiveness Deadline Date**” means the date

that is sixty (60) days after the Closing Date.

“**General Resale Registration Statement Effectiveness Period**” means the period that (a) begins on, and includes, the earlier of (i) the General Resale Registration Statement Effectiveness Deadline Date; and (ii) the first date the General Resale Registration Statement is effective under the Securities Act; and (b) ends on, and includes, the first date when no Registrable Securities are outstanding.

“**General Shelf Registration Statement**” has the meaning set forth in **Section 5(e)**.

“**Holder**” means, subject to **Section 13**, any Person that beneficially owns any Registrable Securities. For these purposes, a Person will be deemed to beneficially own any Registrable Securities issuable upon conversion of any other securities beneficially owned by such person.

“**Holder Indemnified Person**” mean each of the following Persons: (a) any Holder; (b) any Affiliate of any Holder; (c) any partner, director, officer, member, shareholder, employee, advisor or other representative of any Holder or its Affiliates; (d) each Person, if any, who controls any Holder within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act; and (e) each successor of the foregoing Persons.

“**Holder Information**” means, with respect to any Holder, any information furnished in writing by or on behalf of such Holder to the Borrower expressly for use in any Registration Statement Document (including information in any Notice and Questionnaire delivered by such Holder to the Borrower).

“**Indemnified Person**” means any Borrower Indemnified Person or Holder Indemnified Person.

“**Indemnifying Party**” has the meaning set forth in **Section 11(c)(i)**.

“**Initial Notice and Questionnaire Deadline Date**” means the date that is ten (10) calendar days before the first date that the relevant General Resale Registration Statement becomes effective under the Securities Act.

“**JAMS**” has the meaning set forth in **Section 14(e)**.

“**JAMS Rules**” has the meaning set forth in **Section 14(e)**.

“**Lender**” means that certain Lender party to that certain Loan Agreement and its Permitted Transferees (as defined in the Loan Agreement).

“**Loan Agreement**” means that certain loan agreement, dated October 26, 2023 between the Borrower, as borrower thereunder and the Lender party thereto.

“**Loss**” means any loss, damage, expense, liability or claim (including reasonable costs of investigating or defending, and reasonable attorney’s fees and disbursements in connection with, the same).

“**Managing Underwriters**” means, with respect to any Demand Underwritten Offering or Piggyback Underwritten Offering, one or more registered broker-dealers that are designated in accordance with this Agreement to administer such offering.

“**Material Disclosure Defect**” has the following meaning with respect to any document: (a) if such document is of the type as to which the provisions of Section 11 of the Securities Act are applicable, that such document contains an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading; and (b) in all other cases, that such document includes an untrue statement of a material fact or omits to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

“**Maximum Successful Underwritten Offering Size**” means, with respect to any Demand Underwritten Offering or Piggyback Underwritten Offering, the maximum number of securities that may be sold in such offering without adversely affecting the success of such offering, as advised by the Managing Underwriters for such offering to the Borrower and the applicable Demand Underwritten Offering Majority Holders.

“**Non-Holder Securities**” means any securities of the Borrower, or of any Person other than any Holder, to be included in any Piggyback Underwritten Offering.

“**Notice and Questionnaire**” means a duly completed and executed Notice and Questionnaire substantially in the form set forth in **Exhibit A**.

“**Notice Holder**” means, subject to **Section 13**, a Holder that has delivered a Notice and Questionnaire to the Borrower.

“**Offering Launch Time**” means, with respect to a Demand Underwritten Offering or Piggyback Underwritten Offering, the earliest of (a) the first date a preliminary prospectus (or prospectus supplement) for such offering is filed with the SEC; (b) the first date such offering is publicly announced; and (c) the date a definitive agreement is entered into with the Managing Underwriters respect to the such offering.

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

“**Piggyback Registration Statement**” means each registration statement under the Securities Act that registers any Piggyback Underwritten Offering that includes any Registrable Securities pursuant to **Section 5**.

“**Piggyback Registration Statement Documents**” means any Piggyback Registration Statement, all pre- and post-effective amendments thereto, the related prospectus (including any preliminary prospectus), all supplements to such prospectus (including any preliminary prospectus supplements), the documents incorporated by reference in any of the foregoing and each related “issuer free writing prospectus” (as defined in Rule 433 under the Securities Act).

“**Piggyback Right**” has the meaning set forth in **Section 5(a)(ii)**.

“**Piggyback Underwritten Offering**” means a firmly underwritten public offering of the Common Shares that are registered under the Securities Act and pursuant to which the Borrower or other selling shareholders sell Common Shares to one or more underwriters for reoffering to the public for cash; *provided, however*, that the following will not constitute a Piggyback Underwritten Offering: (a) any Demand Underwritten Offering; and (b) any “at-the-market” offering pursuant to which Common Shares are sold from time to time into an existing market at prices then prevailing.

“**Piggyback Underwritten Offering Notice**” has the meaning set forth in **Section 5(a)(i)**.

“**Piggyback Underwritten Offering Notice Deadline Date**” means, with respect to any Piggyback Underwritten Offering, the fourth (4th) Business Days before the date of the Offering Launch Time for such Piggyback Underwritten Offering; *provided, however*, that if a new registration statement that is not an “automatic registration statement” (as defined in Rule 405 under the Securities Act) will be filed for such Piggyback Underwritten Offering, then the Piggyback Underwritten Offering Notice Deadline Date will instead be the fifth (5th) Business Days before the date such registration statement is initially filed with the SEC.

“**Proceeding**” has the meaning set forth in **Section 11(c)(i)**.

“**Registrable Securities**” means:

- (a) the Common Shares or other securities issued or issuable (including following a Common Shares Change Event) upon conversion of the Loan; and
- (b) any securities issued, distributed or otherwise delivered with respect to any security referred to in **clause (a)** above upon any share dividend, combination or split or other similar event or in connection with a Common Shares Change Event;

provided, however, that a security described in **clause (a)** or **(b)** above will cease to be a Registrable Security when such security ceases to be outstanding.

“**Registration Default Event**” means any event set forth in **Section 9** that gives rise to

the accrual of any Additional Interest pursuant to **Section 9**.

“**Registration Statement**” means any General Resale Registration Statement, Demand Underwriting Registration Statement or Piggyback Registration Statement.

“**Registration Statement Documents**” means any General Resale Registration Statement Documents, Demand Underwriting Registration Statement Documents or Piggyback Registration Statement Documents.

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

“**Rule 144**” means Rule 144 under the Securities Act (or any successor rule thereto).

“**Rule 415**” means Rule under the Securities Act (or any successor rule thereto).

“**SEC**” means the U.S. Securities and Exchange Commission.

“**Securities Act**” means the Securities Act of 1933, as amended, and the rules and regulations of the SEC thereunder.

“**Specified Courts**” has the meaning set forth in **Section 14(e)**.

“**Take-Private Transaction**” has the meaning set forth in **Section 12(a)**.

“**Terms and Conditions**” means the Terms and Conditions establishing the rights and obligations of the Borrower under, and the terms and conditions of, the Loan, attached as **Exhibit A** to the Loan Agreement.

“**Un-Marketed Block Trade**” means a Demand Underwritten Offering in connection

with which no director, officer or other employee of the Borrower participates in any live

or pre-recorded “roadshow” or similar presentation

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

- (a) “or” is not exclusive;
- (b) “including” means “including without limitation”;
- (c) “will” expresses a command;
- (d) a merger involving, or a transfer of assets by, a limited liability company, limited

partnership or trust will be deemed to include any division of or by, or an allocation of assets to a series of, such limited liability company, limited partnership or trust, or any unwinding of any such division or allocation;

(e) words in the singular include the plural and in the plural include the singular, unless the context requires otherwise;

(f) “herein,” “hereof” and other words of similar import refer to this Agreement as a whole and not to any particular Section or other subdivision of this Agreement, unless the context requires otherwise;

(g) references to currency mean the lawful currency of the United States of America, unless the context requires otherwise; and

(h) the exhibits, schedules and other attachments to this Agreement are deemed to form part of this Agreement.

SECTION 3. GENERAL RESALE REGISTRATION STATEMENT.

(a) *Filing and Effectiveness of General Resale Registration Statement.* Subject to **Section 6**, the Borrower will (i) prepare and file a General Resale Registration Statement with the SEC; and (ii) use its commercially reasonable efforts to cause such General Resale Registration Statement to (x) become effective under the Securities Act as soon as reasonably practicable, but will cause the same to occur in any event no later than the General Resale Registration Statement Effectiveness Deadline Date; and (y) remain continuously effective, and usable for the resale or other transfer of Registrable Securities, under the Securities Act throughout the General Resale Registration Statement Effectiveness Period.

(b) *Contents of and Requirements for General Resale Registration Statement.* The Borrower will cause the General Resale Registration Statement to satisfy the following requirements:

(i) *Registration for Continuous Resale by Holders Under Rule 415.* The General Resale Registration Statement will register, under the Securities Act, the offer and resale, from time to time on a continuous basis under Rule 415, of Registrable Securities by the Holders thereof as provided in **Sections 3(b)(ii)** and **3(c)**.

(ii) *Selling Securityholder Information.* When it first becomes effective under the Securities Act, the General Resale Registration Statement will cover resales of Registrable Securities of Notice Holders identified in all Notice and Questionnaires delivered to the Borrower on or before the Initial Notice and Questionnaire Deadline Date. Thereafter, the General Resale Registration Statement will cover resales of Registrable Securities of Notice Holders as provided in **Section 3(c)**. Each Holder as to which any General Resale Registration Statement is being effected agrees to furnish to the Borrower all information with respect to such Holder necessary to make the information previously furnished to the Borrower by such Holder not materially misleading. No Holder shall be permitted to include any of its Registrable Securities in

any General Resale Registration Statement pursuant to this Agreement unless and until it complies with the terms of this Section **3(b)(ii)**.

(iii) *Plan of Distribution.* The General Resale Registration Statement will provide for a plan of distribution in customary form (and reasonably satisfactory to the Holders) for resale registration statements of the type contemplated by this Agreement, including coverage for market transactions on a national securities exchange, privately negotiated transactions and transactions through broker-dealers acting as agent or principal. In addition, if the rules under the Securities Act then so permit, such plan of distribution will permit underwritten offerings (including “block” trades) through one or more registered broker-dealers acting as underwriters to be effected pursuant to one or more prospectus supplements that identify such underwriters (in addition to any other information that may then be required pursuant to the Securities Act); *provided, however*, that the Borrower will be under no obligation to effect any such underwritten offering pursuant to the General Resale Registration Statement except pursuant to **Section 4**.

(iv) *Form F-3.* If the resales contemplated by the General Resale Registration Statement are then eligible to be registered by the Borrower on Form F-3, then the General Resale Registration Statement will be on such Form F-3. If the Borrower is ineligible to use Form F-3, then the General Resale Registration Statement will be on Form F-1 or another form reasonably acceptable to the Holders. If Form F-3 is not available for registration of the Registrable Securities hereunder, the Borrower shall undertake to register the resale of the Registrable Securities on Form S-3 as soon as such form is available, *provided* that the Borrower shall maintain the effectiveness of all Registration Statements then in effect until such time as a General Resale Registration Statement on Form S-3 covering the resale of all the Registrable Securities has been declared effective by the SEC and the prospectus contained therein is available for use. If the General Resale Registration Statement ceases to be effective under the Securities Act for any reason at any time while Registrable Securities are still outstanding, the Borrower shall use its commercially reasonable efforts to as promptly as is reasonably practicable cause such General Resale Registration Statement again become effective under the Securities Act, or a new General Resale Registration Statement to be filed and declared effective.

(c) *Obligation to Make Filings to Name Additional Notice Holders.* If any Holder delivers a Notice and Questionnaire to the Borrower after the Initial Notice and Questionnaire Deadline Date, then, subject to **Section 6** and the other provisions of this **Section 3(c)**, the Borrower will make such filing(s) with the SEC (including, if applicable, (w) a post-effective amendment, (x) a prospectus supplement, (y) any document that will be incorporated by reference in the General Resale Registration Statement upon its filing or (z) a new General Resale Registration Statement, *provided* that the Borrower will effect such filing by means of a prospectus supplement or a document referred to in the preceding **clause (y)** instead of a post-effective amendment or a new Resale Registration Statement, if reasonably practicable and then permitted by the rules of the SEC) so as to enable such Holder to sell or otherwise transfer such Holder’s Registrable Securities identified in such Notice and Questionnaire pursuant to the applicable General Resale Registration Statement and the related prospectus and, if applicable, prospectus supplement in accordance with the plan of distribution set forth therein. Subject to the

next sentence, the Borrower will make such filing(s) as follows: (i) within sixty (60) calendar days after the date of such delivery (or, if such Notice and Questionnaire is delivered before the initial effective date of the General Resale Registration Statement or during a Blackout Period, such effective date or the last day of such Blackout Period, respectively), if a new General Resale Registration Statement is required (and the Borrower will use commercially reasonable efforts to cause such new General Resale Registration Statement to become effective under the Securities Act as soon as reasonably practicable); and (ii) in all other cases, within fifteen (15) calendar days after the date of such delivery (or, if such Notice and Questionnaire is delivered before the initial effective date of the General Resale Registration Statement or during a Blackout Period, such effective date or the last day of such Blackout Period, respectively). Notwithstanding anything to the contrary in this **Section 3(c)**, the Borrower will in no event be required pursuant to this **Section 3(c)** to file more than one (1) new General Resale Registration Statement within any twelve (12) month period or more than one (1) other filing in any six (6) month period.

(d) *Filing of New General Resale Registration Statement; Designation of Existing Registration Statement.* To the extent the Borrower deems doing so to be desirable or necessary to satisfy its obligations under this Agreement or to comply with applicable law (including, if applicable, to comply with Rule 415(a)(5)), the Borrower may file one or more new General Resale Registration Statements or designate an existing registration statement of the Borrower to constitute a General Resale Registration Statement for purposes of this Agreement, *provided* that each such new General Resale Registration Statement or existing registration statement satisfies the requirements of this Agreement. Each reference in this Agreement to the General Resale Registration Statement will, if applicable, be deemed to include each such new General Resale Registration Statement or existing registration statement, if any, *mutatis mutandis*. In addition, the first date any such existing registration statement is amended or supplemented to permit the offer and resale of Registrable Securities in the manner contemplated by this Agreement will be deemed, for purposes of **Sections 7(b)** and **7(e)** and any related definitions, to be the initial filing date of such existing registration statement, and the first date such amended or supplemented existing registration statement is effective under the Securities Act and permits such the offers and resales will be deemed, for purposes of **Sections 3(b)(ii)**, **3(c)** and **7(e)** and any related definitions, to be the initial effective date of such existing registration statement.

(e) *Where SEC Rules Do Not Require Naming Selling Securityholders.* Notwithstanding anything to the contrary in this **Section 3**, if the applicable rules under the Securities Act, or interpretations thereof published by the staff of the SEC, are amended so as to permit Holders to resell their Registrable Securities pursuant to the General Resale Registration Statement without being named as a selling securityholder therein or in any related prospectus or prospectus supplement, then the Borrower may, at its election, amend any applicable General Resale Registration Statement Documents to identify the Holders generically in accordance with such rules and interpretations, in which event the Borrower will no longer have any obligation thereafter make any filings pursuant to **Section 3(c)** to the extent such filings are not necessary to permit any Holder to sell its Registrable Securities pursuant to the General Resale Registration Statement.

SECTION 4. DEMAND UNDERWRITING REGISTRATION RIGHTS.

(a) *Right to Demand Underwriting Registrations.* Subject to the other provisions of

this **Section 4**, Holders will have the right, exercisable by written notice satisfying the requirements of **Section 4(b)** (a “**Demand Registration Notice**”) to the Borrower by any one or more Notice Holders whose aggregate As-Converted Registrable Security Ownership Percentage exceeds twenty-five percent (25%) (such Notice Holders, the “**Demanding Notice Holders**”), to require the Borrower to register, under the Securities Act, a firmly underwritten public offering (a “**Demand Underwritten Offering**”) of Registrable Securities in accordance with this **Section 4**; *provided, however*, that:

(i) no Demand Registration Notice may be delivered, or will be effective, unless, at the time it is delivered, the Borrower has an effective registration statement on Form F-3 (or, if Form F-3 is not available, any other form described in **Section 3(b)(iv)**) on file with the SEC (including, if applicable, the General Resale Registration Statement) that is available and permitted to be used to register the applicable Demand Underwritten Offering by means of one or more prospectus supplements to such registration statement;

(ii) no Demand Registration Notice may be delivered, or will be effective, if:

(1) a prior Demand Underwritten Offering is pending or in process, and is not completed or withdrawn, at the time such Demand Registration Notice is delivered;

(2) either (A) if such Demand Registration Notice requests a Demand Underwritten Offering that is not an Un-Marketed Block Trade, the aggregate number of prior Demand Underwritten Offerings (other than Un-Marketed Block Trades) that have been completed or withdrawn is two (2) or more; or (B) if such Demand Registration Notice requests a Demand Underwritten Offering that is an Un-Marketed Block Trade, the aggregate number of prior Demand Underwritten Offerings that are Un-Marketed Block Trades and have been completed or withdrawn is two (2) or more; *provided, however*, that solely for purposes of this **clause (2)**, a Demand Underwritten Offering will not count as being “withdrawn” unless it is withdrawn after its Offering Launch Time;

(3) it is delivered during a Blackout Period; or

(4) the aggregate market value of the Registrable Securities of such Notice Holder(s) to be included in the requested Demand Underwritten Offering is less than ten million dollars (\$10,000,000) or such lesser amount that constitutes all of the Demanding Notice Holder’s Registrable Securities.

(b) *Contents of Demand Registration Notice.* Each Demand Registration Notice sent by any Demanding Notice Holder(s) must state the following:

(i) the name of, and contact information for, each such Demanding Notice Holder(s) and the number of the Registrable Securities that are outstanding and were issued upon conversion of the Loan that was issued pursuant to the Loan Agreement;

(ii) the desired date of the Offering Launch Time for the requested Demand

Underwritten Offering, which desired date cannot (without the Borrower's consent, which will not be unreasonably withheld or delayed) be earlier than ten (10) Business Days after the date such Demand Registration Notice is delivered to the Borrower;

- (iii) the number of Registrable Securities that are proposed to be sold by each such Demanding Notice Holder; and
- (iv) if the intended method of disposition is an Un-Marketed Block Trade.

(c) *Participation by Persons Other Than the Demanding Notice Holder(s).* If the Borrower receives a Demand Registration Notice sent by one or more Demanding Notice Holders, then:

- (i) the Borrower will, within three (3) (or, in the case of an Un-Marketed Block Trade, two (2)) Business Days, send a copy of such Demand Registration Notice to each Notice Holder other than such Demanding Notice Holders; and
- (ii) subject to **Section 4(f)**, the Borrower will use its commercially reasonable efforts to include, in the related Demand Underwritten Offering, (1) Registrable Securities of any such Notice Holder that has requested such Registrable Securities to be included in such Demand Underwritten Offering pursuant to a joinder notice that complies with the next sentence and (2) the securities of any other person entitled to request the inclusion of Common Shares in such Demand Underwritten Offering.

To include any of its Registrable Securities in such Demand Underwritten Offering, a Notice Holder must deliver to the Borrower, no later than the fifth (5th) Business Day (or, in the case of an Un-Marketed Block Trade, the Business Day after the date on which Borrower sent a copy of such Demand Registration Notice pursuant to **subsection (i)** above, a written instrument, executed by such Notice Holder, joining in such Demand Registration Notice, which instrument contains the information set forth in **Section 4(b)(iii)** with respect to such Notice Holder.

(d) *Certain Procedures Relating to Demand Underwritten Offerings.*

- (i) *Obligations and Rights of the Borrower.* Subject to the other terms of this Agreement, upon its receipt of a Demand Registration Notice, the Borrower will (1) designate a Demand Registration Statement, in accordance with the definition of such term and this **Section 4**, for the related Demand Underwritten Offering; and (2) use commercially reasonable efforts to effect such Demand Underwritten Offering in accordance with the requests set forth in such Demand Registration Notice or the requests of the Notice Holders whose Registrable Securities are included in such Demand Underwritten Offering (the "**Demand Underwritten Offering Majority Holders**"), and cooperate in good faith with such Notice Holders in connection therewith. Notwithstanding anything to the contrary in this Agreement, the Borrower will not be obligated to effect, or take any actions in respect of, any Demand Underwritten Offering (i) during a Blackout Period, (ii) after the Borrower has already effected two (2) Demand Underwritten Offerings pursuant to this Agreement, (iii) after the Borrower has already effected two (2) Un-Marketed Block Trades or (iv) at any time when the securities

proposed to be sold pursuant to such Demand Underwritten Offering are subject to any lock-up agreement (including pursuant to a prior Demand Underwritten Offering) that has not been waived or released. The Borrower will be entitled to rely on the authority of the Demand Underwritten Offering Majority Holders of any Demand Underwritten Offering to act on behalf of all Holders that have requested any securities to be included in or at any time when the securities proposed to be sold pursuant to such Demand Underwritten Offering.

(ii) *Designation of the Underwriting Syndicate.* The Managing Underwriters, and any other underwriter, for any Demand Underwritten Offering will be selected by the applicable Demand Underwritten Offering Majority Holders with the approval of the Borrower (which will not be unreasonably withheld or delayed).

(iii) *Authority of the Demand Underwriting Offering Majority Holders to Control Offering Procedures, Timing and Related Matters.* Notwithstanding anything to the contrary in this Agreement, the applicable Demand Underwritten Majority Holders will have the following rights with respect to each Demand Underwritten Offering:

(1) in consultation with the Managing Underwriters for such Demand Underwritten Offering, to determine the Offering Launch Time and timing for such Demand Underwritten Offering, which date must comply with the limitations set forth in **Section 4(b)(ii)**;

(2) to determine the structure of the offering, provided such structure is reasonable and customary;

(3) to negotiate any related underwriting agreement and its terms, including the amount of securities to be sold by the applicable Holders pursuant thereto and the offering price of, and underwriting discount for, such securities; *provided, however*, that the Borrower will have the right to negotiate in good faith all of their respective representations, warranties and covenants, and indemnification and contribution obligations, set forth in any such underwriting agreement.

(e) *Conditions Precedent to Inclusion of a Notice Holder's Registrable Securities.* Notwithstanding anything to the contrary in this **Section 4**, the right of any Notice Holder to include any of its Registrable Securities in any Demand Underwritten Offering will be subject to the following conditions:

(i) the execution and delivery, by such Notice Holder or its duly authorized representative or power of attorney, of any related underwriting agreement and such other agreements or instruments (including customary "lock-up" agreements, custody agreements and powers of attorney), if any, as may be reasonably requested by the Managing Underwriters for such Demand Underwritten Offering (and, if reasonably required, medallion-guaranteed); and

(ii) the provision, by such Notice Holder no later than the Business Day immediately after the request therefor, of any information reasonably requested by the

Borrower or such Managing Underwriters in connection with such Demand Underwritten Offering.

(f) *Priority of Securities in Demand Underwritten Offerings.* If the total number of securities requested to be included in a Demand Underwritten Offering pursuant to this **Section 4** exceeds the Maximum Successful Underwritten Offering Size for such Demand Underwritten Offering, then:

(i) the number of securities to be included in such Demand Underwritten Offering will be reduced to an amount that does not exceed such Maximum Successful Underwritten Offering Size; and

(ii) to effect such reduction,

(1) the number of Non-Holder Securities included in such Demand Underwritten Offering will be reduced, *provided* that Borrower shall have the right to allocate such reduction of the Non-Holder Securities requested to be included in such Demand Underwritten Offering in its sole discretion; and

(2) if, after excluding all Non-Holder Securities from such Demand Underwritten Offering, the number of Registrable Securities of Notice Holders that have duly requested such Registrable Securities to be included in such Demand Underwritten Offering in accordance with this **Section 4** exceeds such Maximum Successful Underwritten Offering Size, then number of Registrable Securities to be included in such Demand Underwritten Offering will be allocated pro rata based on the total number of Registrable Securities so requested by each such Notice Holder to be included in such Demand Underwritten Offering.

(g) *Covenant Regarding Piggyback Rights with Respect to Demand Underwritten Offering.* The Borrower will not grant any Person (other than a Holder or Notice Holder) the right to include any securities of such Person in any Demand Underwritten Offering.

SECTION 5. PIGGYBACK REGISTRATION RIGHTS.

(a) *Notice of Piggyback Underwritten Offering and Right to Participate Therein.* Subject to the other provisions of this **Section 5**, if the Borrower proposes to engage in a Piggyback Underwritten Offering, then:

(i) no later than the Piggyback Underwritten Offering Notice Deadline Date for such Piggyback Underwritten Offering, the Borrower will send to each Notice Holder written notice (the “**Piggyback Underwritten Offering Notice**”) of such Piggyback Underwritten Offering setting forth the anticipated Offering Launch Time for the related Piggyback Underwritten Offering and the deadline (determined as provided in **subsection (ii)** below) by which the related Piggyback Right may be exercised; and

(ii) each Notice Holder will have the right (the “**Piggyback Right**”) to include all or any portion of its Registrable Securities in such Piggyback Underwritten Offering,

on the same financial terms and conditions as apply to the Borrower, which right is exercisable by delivering, no later than ten (10) Business Days after the date the Borrower sends such Piggyback Underwritten Offering Notice pursuant to **subsection (i)** above, written notice to the Borrower setting forth (1) the name of, and contact information for, such Notice Holder; and (2) the number of such Notice Holder's Registrable Securities that such Notice Holder requests to be included in such Piggyback Underwritten Offering.

(b) *Certain Procedures Relating to Piggyback Underwritten Offerings.*

(i) *Obligations of the Borrower.* Subject to the other terms of this Agreement, upon exercise of any Piggyback Rights to include any Notice Holder's Registrable Securities in a Piggyback Underwritten Offering, the Borrower will use commercially reasonable efforts to include such Registrable Securities in such Piggyback Underwritten Offering and will cooperate in good faith with such Notice Holder in connection therewith.

(ii) *Designation of the Underwriting Syndicate.* The Managing Underwriters, and any other underwriter, for any Piggyback Underwritten Offering will be selected by the Borrower in its sole discretion *provided, however*, that the Managing Underwriters must be investment banking firms nationally recognized in the United States.

(iii) *Right of the Borrower to Control Offering Procedures, Timing and Related Matters.* Notwithstanding anything to the contrary in this Agreement, the Borrower will have the following rights with respect to each Piggyback Underwritten Offering:

(1) to determine the Offering Launch Time and timing for such Piggyback Underwritten Offering;

(2) to determine the structure of the offering, provided such structure is reasonable and customary;

(3) to negotiate any related underwriting agreement and its terms, including the amount of securities to be sold by the Borrower or persons other than Notice Holders pursuant thereto and the offering price of, and underwriting discount for, such securities; *provided, however*, that the Notice Holders whose Registrable Securities are included in such Piggyback Underwritten Offering will have the right to negotiate in good faith all of their respective representations, warranties and covenants, and indemnification and contribution obligations, set forth in any such underwriting agreement; and

(4) to terminate such Piggyback Underwritten Offering in its sole discretion, provided that the Borrower will provide notice of any such termination to all Notice Holders whose Registrable Securities were to be included in such Piggyback Underwritten Offering.

(c) *Conditions Precedent to Inclusion of a Notice Holder's Registrable Securities.*

Notwithstanding anything to the contrary in this **Section 5**, the right of any Notice Holder to include any of its Registrable Securities in any Piggyback Underwritten Offering upon exercise of the Piggyback Rights therefor will be subject to the followings conditions:

(i) the execution and delivery, by such Notice Holder or it is duly authorized representative or power of attorney, of any related underwriting agreement and such other agreements or instruments (including customary “lock-up” agreements, custody agreements and powers of attorney), if any, as may be reasonably requested by the Managing Underwriters for such Piggyback Underwritten Offering (and, if reasonably required, medallion-guaranteed); and

(ii) the provision, by such Notice Holder no later than the Business Day immediately after the request therefor, of any information reasonably requested by the Borrower or such Managing Underwriters in connection with such Piggyback Underwritten Offering.

(d) *Priority of Securities in Piggyback Underwritten Offerings.* If the total number of securities proposed to be included in a Piggyback Underwritten Offering pursuant to this **Section 5** exceeds the Maximum Successful Underwritten Offering Size for such Piggyback Underwritten Offering, then:

(i) the number of securities to be included in such Piggyback Underwritten Offering will be reduced to an amount that does not exceed such Maximum Successful Underwritten Offering Size; and

(ii) to effect such reduction,

(1) (A) the number of Registrable Securities of Notice Holders that have duly requested such Registrable Securities to be included in such Piggyback Underwritten Offering in accordance with this **Section 5** will be reduced; and (B) the amount of such Registrable Securities, if any, that will be included in such Piggyback Underwritten Offering after giving effect to such reduction pursuant to **clause (A)** will be allocated pro rata based on the total number of Registrable Securities so requested by each such Notice Holder to be included in such Piggyback Underwritten Offering; and

(2) if, after excluding all Registrable Securities from such Piggyback Underwritten Offering, the number of securities to be included in such Piggyback Underwritten Offering exceeds such Maximum Successful Underwritten Offering Size, then the number of the number of Non-Holder Securities included in such Piggyback Underwritten Offering will be reduced.

(e) *Filing of General Shelf Registration Statements.* If, at any time when any Piggyback Rights then exist and have not lapsed in accordance with **Section 12**, the Borrower files a registration statement under the Securities Act on Form S-3 (or, if Form S-3 is not available, any other form described in **Section 3(b)(iv)**) or other offering statement (a “General Shelf Registration Statement”) relating to an offering for the Borrower’s own account (or the account of others) that contemplates registering any of the Borrower’s equity or equity-linked

securities or their then equivalents relating to equity or equity-linked securities to be issued solely in connection with any acquisition of any entity or business (or a business combination subject to Rule 145 under the Securities Act) or equity or equity-linked securities issuable in connection with the Borrower's share option or other employee benefit plans), or a dividend reinvestment or similar plan or rights offering, then the Borrower will include, in such General Shelf Registration Statement, such statements or disclosures, if any, that would be necessary to be included therein at the time of its effectiveness under the Securities Act to permit offers and sales of Registrable Securities by Notice Holders to be made pursuant to such General Shelf Registration Statement in accordance with this **Section 5** if Piggyback Rights with respect thereto were exercised; provided, however, that this **Section 5(e)** will not apply:

(i) at any time when the General Resale Registration Statement (or any other registration statement of the Borrower that would then permit offers and sales of Registrable Securities as described above) is effective under the Securities Act, and a common prospectus or prospectus supplement is eligible to be used pursuant to Rule 429 under the Securities Act (or any successor rule) with the General Resale Registration Statement (or such other registration statement) and the General Shelf Registration Statement in manner that would permit offers and sales of Registrable Securities as described above; or

(ii) offers and sales of Registrable Securities as described above would be permitted to be made by a prospectus supplement, to the prospectus included in such General Shelf Registration Statement, filed in accordance with Rule 430B under the Securities Act, without the need to include any additional statements or disclosures in such General Shelf Registration Statement at the time of its effectiveness.

(f) *Notice of General Shelf Registration Statements and Right to Participate Therein.* Subject to the other provisions of this **Section 5**, if the Borrower proposes to file a General Shelf Registration Statement, then each Notice Holder will have the Piggyback Right to include all or any portion of its Registrable Securities in such General Shelf Registration Statement, which right is exercisable by delivering, no later than ten (10) Business Days after the date the Borrower sends written notice of such General Shelf Registration Statement, written notice to the Borrower setting forth (1) the name of, and contact information for, such Notice Holder; and (2) the number of such Notice Holder's Registrable Securities that such Notice Holder requests to be included in such General Shelf Registration Statement. The Borrower will use commercially reasonable efforts to include such Registrable Securities in such General Shelf Registration Statement and will cooperate in good faith with such Notice Holder in connection therewith.

SECTION 6. BLACKOUT PERIODS.

(a) *Generally.* Notwithstanding anything to the contrary in this Agreement, but subject to **Section 6(b)**, if there occurs or exists any pending corporate development, filing with the SEC or any other event, in each case that, in the Borrower's reasonable judgment, makes it appropriate to suspend the availability of any Registration Statement or any pending or potential Demand Underwritten Offering, then:

(i) the Borrower will send notice (a "**Blackout Commencement Notice**") to

each Notice Holder of such suspension (without setting forth any material non-public information);

(ii) the Borrower's obligations under **Section 3** or otherwise with respect to the General Resale Registration Statement, under **Section 4** or otherwise with respect to any Demand Registration Notice or under **Section 5** with respect to any Piggyback Underwritten Offering, in each case will be suspended until the related Blackout Period has terminated;

(iii) upon its receipt of such Blackout Commencement Notice, each Holder agrees to comply with its obligations set forth in **Section 10(c)**;

(iv) the Borrower shall not engage in any sales of any securities of the Borrower for the duration of the Blackout Period; and

(v) upon the Borrower's determination that such suspension is no longer needed or appropriate, the Borrower will send notice (a "**Blackout Termination Notice**," and the period from, and including, the date the Borrower sends such Blackout Commencement Notice to, and including, the date the Borrower sends such Blackout Termination Notice, a "**Blackout Period**") to each Notice Holder of the termination of such suspension (without setting forth any material non-public information).

(b) *Limitation on Blackout Periods.* No single Blackout Period can extend beyond ninety (90) consecutive calendar days, and the total number calendar days in all Blackout Periods cannot exceed an aggregate of one hundred twenty (120) calendar days (whether or not consecutive) in any period of twelve (12) full calendar months.

(c) *[Reserved]*.

SECTION 7. CERTAIN REGISTRATION AND RELATED PROCEDURES.

(a) *Compliance with Registration Obligations and Securities Act; SEC Staff Comments.* Subject to **Section 6**, the Borrower will use its commercially reasonable efforts to make such filings with the SEC as may be necessary to comply with its obligations under **Section 3**, **Section 4** and **Section 5** and to cause each Registration Statement to comply with the Securities Act and other applicable law, including, if applicable, the filing of any Registration Statement Documents to comply with Section 10(a)(3) of the Securities Act and Rule 3-12 of Regulation S-X under the Securities Act, to amend such Registration Statement to cause the same to be on a form for which the Borrower and the transactions contemplated thereby are eligible, and to address any comments received from the staff of the SEC. The Borrower will otherwise use its commercially reasonable efforts to comply with the Securities Act and other applicable law in the discharge of its obligations under **Section 3**, **Section 4** and **Section 5**.

(b) *Opportunity for Review.* The Borrower will provide the Lender and each Notice Holder with a reasonable opportunity to comment on draft copies of the initial filing of the General Resale Registration Statement, each pre-effective and post-effective amendment thereto,

and each related prospectus supplement, at least five (5) Business Days before the same is filed with the SEC, and the Borrower will use its commercially reasonable efforts to give effect to the comments timely received by the Borrower from the Lender or such Notice Holders; *provided, however*, that no such opportunity to comment will be provided in the case of a prospectus supplement that solely supplements or amends selling securityholder information and is filed pursuant to Rule 424(b)(7) under the Securities Act (or any successor rule). Each Notice Holder whose Registrable Securities are to be sold pursuant to a Demand Registration Statement in accordance with **Section 4** or a Piggyback Registration Statement in accordance with **Section 5** will be afforded the same rights set forth in this **Section 7(b)** with respect to any prospectus supplement or other Registration Statement Document relating such Registration Statement, which prospectus supplement or other Registration Statement Document names such Notice Holder.

(c) *Blue Sky Qualification.* The Borrower will use its commercially reasonable efforts to register or qualify the offer and sale of Registrable Securities in the manner contemplated by the General Resale Registration Statement (or any other applicable Registration Statement, to the extent any are to be sold pursuant thereto in accordance with **Section 4** or **Section 5**, as applicable) under the securities or “blue sky” laws of those jurisdictions within the United States as the Notice Holders or the Managing Underwriters, as applicable, may reasonably request in writing and to maintain such qualification, once obtained, during the General Resale Registration Statement Effectiveness Period (in the case of the General Resale Registration Statement) or until the completion of the offering contemplated thereby (in the case of any other Registration Statement), the Borrower will use its commercially reasonable efforts to cooperate with such Notice Holders or the Managing Underwriters, as applicable, in connection with the same, except, in each case, to the extent such qualification is not required in connection with such offer and sale (including as a result of preemption by federal law pursuant to Section 18 of the Securities Act (or any successor provision)); *provided, however*, that the Borrower will not be required to qualify generally to do business in any jurisdiction where it is not then so qualified.

(d) *Prevention and Lifting of Suspension Orders.* The Borrower will use its commercially reasonable efforts to prevent the issuance (or, if issued, to obtain the withdrawal as promptly as practicable) of any order suspending the effectiveness of the General Resale Registration Statement (or any other Registration Statement, to the extent any are to be sold pursuant thereto in accordance with **Section 4** or **Section 5**, as applicable) under the Securities Act or suspending any qualification referred to in **Section 7(c)**.

(e) *Notices of Certain Events.* The Borrower will provide notice of the following events to the Lender and to each Notice Holder as soon as reasonably practicable:

- (i) the filing with the SEC of the General Resale Registration Statement, any pre- or post-effective amendment thereto or any related prospectus, prospectus supplement or “issuer free writing prospectus” (as defined in Rule 433 under the Securities Act);
- (ii) the effectiveness under the Securities Act, of the General Resale Registration Statement or any amendment thereto;

(iii) the receipt, by the Borrower, of any request by the staff of the SEC or any other governmental authority for any amendment or supplement to the General Resale Registration Statement;

(iv) the issuance, by the SEC or any other governmental authority, of any stop order suspending the effectiveness of the General Resale Registration Statement or the receipt, by the Borrower, of any notice that proceedings for such purpose have been initiated or threatened;

(v) the receipt, by the Borrower, of any notice (x) of the suspension of the qualification or exemption from qualification of the offer and sale of the Registrable Securities in any jurisdiction; or (y) that proceedings for such purpose have been initiated or threatened;

(vi) the withdrawal or lifting of any suspension referred to in **clause (iv)** or **(v)** above; and

(vii) that the Borrower has determined that the use of the General Resale Registration Statement must be suspended (which notice may, at the Borrower's discretion, state that it constitutes a Blackout Commencement Notice), including as a result of the occurrence of any event that causes any of the General Resale Registration Statement Documents to have a Material Disclosure Defect or to cease to comply with applicable law;

provided, however, that (x) the Borrower need not provide any such notice during a Blackout Period; and (y) in no event will this **Section 7(e)** require the Borrower to, and in no event will the Borrower, provide any information that it in good faith determines would constitute material non-public information. In addition, during the pendency of any Demand Underwritten Offering pursuant to **Section 4** or any Piggyback Underwritten Offering pursuant to **Section 5**, but other than during a Blackout Period, the Borrower will provide notice of each Notice Holder whose Registrable Securities are to be sold in such offering pursuant to the related Demand Underwriting Registration Statement or Piggyback Registration Statement, as applicable, which such Notice Holders will be afforded the same notice set forth in clauses (i) through (vii), inclusive, of this **Section 7(e)** relating to such Registration Statement.

(f) *Remediation of Material Disclosure Defects.* Subject to **Section 6**, the Borrower will, as promptly as practicable after determining that any Registration Statement Document contains a Material Disclosure Defect, prepare and file with the SEC (and, if applicable, use its commercially reasonable efforts to cause the same to become effective under the Securities Act as promptly as practicable) such appropriate additional Registration Statement Document(s) so as to cause the applicable Registration Statement Document(s) to thereafter not contain any Material Disclosure Defect.

(g) *Listing of Registrable Securities.* The Borrower will cause the Registrable

Securities to be listed for trading on each U.S. national securities exchange, if any, on which

securities of the same class of the Borrower are then so listed. To the extent the Common Shares of the Company cease to be listed on the Relevant Stock Exchange, the Company will use its

best efforts to take all actions reasonably necessary to re-list on the Relevant Stock Exchange, except in the event of a Take-Private Transaction (as defined herein).

(h) *Provision of Copies of the Prospectus.* At its expense, the Borrower will provide, to Notice Holders and the Managing Underwriters, if any, such number of copies of the prospectus relating to the applicable Registration Statement or any related prospectus supplement or “issuer free writing prospectus” (as defined in Rule 433 under the Securities Act) as such Notice Holders or Managing Underwriters, as applicable, may reasonably request in writing; *provided, however*, that the Borrower need not provide any document pursuant to this **Section 7(h)** that is publicly available on the SEC’s EDGAR system (or any successor thereto).

(i) *Holders Cannot Be Named as Underwriters Without Consent.* The Borrower will not expressly name or identify any Holder as an “underwriter” in any Registration Statement Document without such Holder’s prior written consent (including consent provided in a Notice and Questionnaire); *provided, however*, that nothing in this **Section 7(i)** will require the consent of any Holder in connection with the inclusion in any Registration Statement Document of customary language, without naming any Holder, that selling securityholders may in certain circumstances be considered to be underwriters under federal securities laws.

(j) *Due Diligence Matters.* Upon reasonable notice and written request, and at reasonable times during normal business hours, the Borrower will make available for inspection by a representative of each Notice Holder, and the Managing Underwriters, if any, and any attorneys or accountants retained by such Notice Holder or Managing Underwriters, as applicable, customary due diligence information.

(k) *Earnings Statement.* The Borrower will use its commercially reasonable efforts to comply with its reporting obligations under Section 13(a) or 15(d) of the Exchange Act in such manner, as contemplated under Rule 158 under the Securities Act, so as to make generally available to its securityholders an earnings statement covering the twelve (12) month period referred to in Section 11(a) of the Securities Act, as it relates to each applicable Registration Statement, in the manner contemplated by, and otherwise in compliance with, such Section 11(a).

(l) *Settlement of Transfers and De-Legending.* The Borrower will use its commercially reasonable efforts to cause its transfer agent (or any other securities custodian for any Registrable Securities) to cooperate in connection with the settlement of any transfer of Registrable Securities pursuant to any Registration Statement, including through the applicable Depositary, *provided* that any related documentation, if reasonably required, be medallion-guaranteed. If any such Registrable Securities so transferred are represented by a certificate bearing a legend referring to transfer restrictions under the Securities Act, then the Borrower will, if appropriate, cause such Registrable Securities to be reissued in the form of one or more certificates not bearing such a legend.

(m) *Certain Covenants Relating to Underwritten Offerings.* The following covenants will apply, in each case to the extent applicable, in connection with any Piggyback Underwritten Offering that includes any Registrable Securities, or any Demand Underwritten Offering:

(i) *Underwriting Agreement and Related Matters.* The Borrower will (1) subject to Section 4(d)(iii)(3) and Section 5(b)(iii)(3), execute and deliver any customary underwriting agreement or other agreement or instrument reasonably requested in writing by the Managing Underwriters for such offering; (2) use commercially reasonable efforts to cause such customary legal opinions, comfort letters, “lock-up” agreements and officers’ certificates to be delivered in connection therewith; and (3) cooperate in good faith with such Managing Underwriters in connection with the disposition of Registrable Securities pursuant to such offering.

(ii) *Marketing and Roadshow Matters.* The Borrower will cooperate in good faith with the Managing Underwriters for such offering in connection with any marketing activities relating to such offering.

(iii) *FINRA Matters.* The Borrower will cooperate and assist in any filings required to be made with the Financial Industry Regulatory Authority, Inc. in connection with such offering.

SECTION 8. EXPENSES. ALL BORROWER REGISTRATION EXPENSES WILL BE BORNE BY BORROWER. ALL FEES AND EXPENSES THAT ARE INCURRED BY ANY HOLDER IN CONNECTION WITH THIS AGREEMENT, AND THAT ARE NOT BORROWER REGISTRATION EXPENSES, WILL BE BORNE BY SUCH HOLDER.

SECTION 9. ACCRUAL OF ADDITIONAL INTEREST DURING REGISTRATION DEFAULT EVENTS.

(a) *Generally.* Subject to **Section 9(b)**, Additional Interest will accrue, as provided in **Section 9(c)**,

(1) on all of the outstanding Registrable Securities for each day during the General Resale Registration Statement Effectiveness Period on which the General Resale Registration Statement is not on file with the SEC, effective under the Securities Act or usable for the resale or other transfer of Registrable Securities in the manner required by **Section 3(a)**;

(2) on each outstanding Registrable Security (and only such Registrable Security) for each day on which the resale of such Registrable Security, is required by **Section 3(b)(ii)** to be, but is not, covered by the General Resale Registration Statement; and

(3) on any outstanding Registrable Security (and only such Registrable for each day after the deadline, set forth in **Section 3(c)**, by which a filing is required by **Section 3(c)** to be made, but has not yet been made, with respect to such Registrable Security in accordance therewith.

(b) *No Accrual of Registration Default Fee During any Blackout Period, Etc.* Notwithstanding anything to the contrary in this **Section 9**, (i) no Registration Default Event will occur on any day (i) during any Blackout Period that does not exceed the limitations set forth in

Section 6(b); (ii) after the Registration Statement Effectiveness Period; or (iii) from and after the time the Borrower's obligations under this Agreement with respect to the General Resale Registration Statement have terminated pursuant to **Section 12**.

(c) *Accrual and Payment of Additional Interest.* Any Additional Interest that accrues on the Loan pursuant to **Section 9(a)** will accrue and be payable in the manner, and at the rates, set forth in Section 3.06 of the Terms and Conditions.

SECTION 10. CERTAIN AGREEMENTS AND REPRESENTATIONS OF THE HOLDERS.

(a) *Provision of Information.* Notwithstanding anything to the contrary in this Agreement, no Holder will be entitled to any benefits under this Agreement until it has executed and delivered a Notice and Questionnaire to the Borrower. Each Holder represents that the information included in any such Notice and Questionnaire is accurate in all material respects and covenants, during the term of this Agreement, to promptly provide notice to the Borrower if any such information thereafter ceases to be accurate in all material respects. Each Holder authorizes the Borrower to assume the accuracy and completeness of all information contained in the most recent Notice and Questionnaire executed and delivered by such Holder. Each Holder will (i) provide, as soon as reasonably practicable, such other information as the Borrower may reasonably request in connection with the performance of the Borrower's obligations under this Agreement; and (ii) promptly notify the Borrower upon becoming aware that any information relating to such Holder and included in any Registration Statement Document contains a Material Disclosure Defect.

(b) *Use of Offering Materials.* Each Holder agrees that, without the prior written consent of the Borrower, it will not offer or sell any Registrable Securities by means of any written communication other than the latest prospectus or prospectus supplement provided to such Holder by the Borrower (or on file on SEC's EDGAR system (or any successor thereto)) relating to the applicable Registration Statement, and any related "issuer free writing prospectus" (as defined in Rule 433 under the Securities Act) authorized for such use by the Borrower.

(c) *Covenants Relating to Blackout Periods.* Each Holder agrees that, upon its receipt of a Blackout Commencement Notice, such Holder will not effect any sale or other transfer of Registrable Securities pursuant to any Registration Statement, and will not distribute any Registration Statement Document, until such Holder has received a subsequent Blackout Termination Notice.

SECTION 11. INDEMNIFICATION AND CONTRIBUTION.

(a) *Indemnification by the Borrower.* The Borrower will indemnify, defend and hold harmless each Holder Indemnified Person from and against (and will reimburse such Holder Indemnified Person, as incurred, for) any Losses that, jointly or severally, such Holder Indemnified Person may incur under the Securities Act, the Exchange Act, the common law or otherwise, insofar as such Losses arise out of or are based on (i) any Material Disclosure Defect or alleged Material Disclosure Defect in any Registration Statement Document; or (ii) any violation by the Borrower of the Securities Act, the Exchange Act or any other U.S. federal securities laws, or any U.S. state securities or "blue sky" laws, in connection with any

Registration Statement Document; *provided, however*, that the Borrower will have no obligations under this **Section 11(a)** in respect of any Losses insofar as such Losses arise out of or are based on any Material Disclosure Defect or alleged Material Disclosure Defect included in any Registration Statement Document in conformity with the Holder Information of any Holder.

(b) *Indemnification by the Holders.* Each Person that is a signatory to this Agreement or that is a Notice Holder, severally and not jointly, will indemnify, defend and hold harmless each Borrower Indemnified Person from and against (and will reimburse such Borrower Indemnified Person, as incurred, for) any Losses that, jointly or severally, such Borrower Indemnified Person may incur under the Securities Act, the Exchange Act, the common law or otherwise, insofar as such Losses arise out of or are based on any Material Disclosure Defect or alleged Material Disclosure Defect in any Registration Statement Document, which Material Disclosure Defect or alleged Material Disclosure Defect is included therein in conformity with the Holder Information of such Holder; *provided, however*, that in no event will the liability of any Holder pursuant to this **Section 11(b)** exceed a dollar amount equal to the proceeds received by such Holder (less any related discounts, commissions, transfer taxes, fees or other expenses) from the sale of the Registrable Securities giving rise to the related indemnification obligation under this **Section 11(b)**.

(c) *Indemnification Procedures.*

(i) *Notice of Proceedings.* If any claim, action, suit or proceeding (each, a “**Proceeding**”) is made or commenced against any Indemnified Person in respect of which indemnity is or may be sought from any Person (in such capacity, the “**Indemnifying Party**”) pursuant to **Section 11(a)** or **Section 11(b)**, then such Indemnified Person will promptly notify the such Indemnifying Party in writing of such Proceeding; *provided, however*, that the failure to so notify such Indemnifying Party will not relieve such Indemnifying Party from any liability that it may have to such Indemnified Person or otherwise.

(ii) *Defense of Proceedings; Employment of Counsel.* Subject to the next sentence, upon its receipt of the notice referred to in **Section 11(c)(i)** in respect of a Proceeding, the Indemnifying Party will assume the defense of such Proceeding, including the employment of counsel reasonably satisfactory to the Indemnified Person and payment of all fees and expenses. Such Indemnified Person will also have the right to employ its own counsel in such Proceeding at such Indemnified Person’s expense; *provided, however*, that such Indemnifying Party will be responsible for, and pay as incurred, the reasonable fees and expenses of such counsel if (1) such Indemnifying Party authorized, in writing, the employment of such counsel in connection with the defense of such Proceeding; (2) such Indemnifying Party fails, within a reasonable period of time in light of the circumstances, to employ counsel to defend such Proceeding; or (3) such Indemnified Person reasonably concludes that there may be defenses available to such Indemnified Person that are different from, in addition to, or in conflict with, those available to such Indemnifying Party (in which case of this **clause (3)**, such Indemnifying Party will not have the right to direct the defense of such Proceeding on behalf of such Indemnified Person). Notwithstanding anything to the contrary in this **Section 11(c)(ii)**, in no event will any Indemnifying Party be liable for the fees or expenses of more than

one separate counsel (in addition to any local counsel) in any one Proceeding or series of related Proceedings in the same jurisdiction representing the Indemnified Person(s) who are parties to such Proceeding.

(iii) *Settlements of Proceedings.* An Indemnifying Party will not be liable pursuant to **Section 11(a)** or **Section 11(b)**, as applicable, or this **Section 11(c)** for any settlement of any Proceeding except as provided in the next sentence. If any Proceeding is settled, then the Indemnifying Party will indemnify and hold harmless each Indemnified Person that is subject to such settlement from and against any Losses incurred by such Indemnified Person by reason of such settlement, if:

(1) such Indemnifying Party effected, or otherwise provided its written consent to, such settlement (which consent will not be unreasonably withheld or delayed); or

(2) (A) such Indemnified Person has requested such Indemnifying Party to reimburse such Indemnified Person for any fees and expenses of counsel as contemplated by **Section 11(c)(ii)**; (B) such settlement is entered into more than sixty (60) Business Days after such Indemnifying Party has received such request; (C) such Indemnifying Party has not fully reimbursed such Indemnified Person in accordance with such request before the date of such settlement; and (D) such Indemnified Person has given such Indemnifying Party at least thirty (30) days' prior notice of its intention to settle.

The Indemnifying Party will not effect any settlement of any Proceeding without the prior written consent of the applicable Indemnified Person(s), unless such settlement (1) includes an unconditional release of such Indemnified Person(s) from all liability on the claims that are the subject matter of such Proceeding; (2) does not include an admission of fault or culpability or a failure to act by or on behalf of such Indemnified Person(s); and (3) does not purport to bind the Indemnified Persons(s) to perform or refrain from performing any act (excluding any provision providing for the payment of money by the Indemnified Persons(s), which, for the avoidance of doubt, will be subject to the indemnity provided in the second sentence of this **Section 11(c)(iii)**).

(d) *Contribution Where Indemnification Not Available.* If the indemnification provided for in this **Section 11** is unavailable to any Indemnified Person, or is insufficient to hold any Indemnified Person harmless, in respect of any Losses referred to in the preceding provisions of this **Section 11**, then each applicable Indemnifying Party, severally and not jointly, will contribute to the amount paid or payable by such Indemnified Person as a result of such Losses in such proportion as is appropriate to reflect the relative fault of the Borrower, on the one hand, and of the Holders, on the other hand, in connection with the statements or omissions, or the actions or non-actions, as applicable, that resulted in such Losses, as well as other relevant equitable considerations. The relative fault of the Borrower, on the one hand, and of the Holders, on the other hand, will be determined by reference to, among other things, whether any applicable Material Disclosure Defect or alleged Material Disclosure Defect, or any relevant action or non-action, as applicable, relates to information supplied, or was taken or made, as applicable, by the Borrower or by the Holders and the parties' relative intent, knowledge, access

to information and opportunity to correct or prevent such Material Disclosure Defect or alleged Material Disclosure Defect, or such action or non-action, as applicable. The amount paid or payable by an Indemnified Person as a result of any Losses referred to in this **Section 11(d)** will include any legal or other fees or expenses reasonably incurred by such Indemnified Person in connection with investigating, preparing to defend or defending the related Proceeding.

The Borrower and the Holders agree that it would not be just and equitable if contribution pursuant to this **Section 11(d)** were determined by pro rata allocation (even if the Holders were treated as one Person for such purpose) or by any other allocation method that does not take account of the equitable considerations referred to in the preceding paragraph. Notwithstanding anything to the contrary in the preceding paragraph, no Holder will be required to contribute any amount in excess of the amount by which the proceeds received by such Holder (less any related discounts, commissions, transfer taxes, fees or other expenses) from the sale of Registrable Securities giving rise to the related contribution obligation under this **Section 11(b)** exceeds the amount of any damage that such Holder has otherwise been required to pay by reason of the relevant Material Disclosure Defect or alleged Material Disclosure Defect, or the relevant action or non-action, as applicable. No Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) will be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation. The Holders' obligations to contribute pursuant to this **Section 11(d)** are several and not joint.

(e) *Remedies Not Exclusive.* The remedies provided for in this **Section 11** are not exclusive and will not limit, and will be in addition to, any rights or remedies that may otherwise be available to any Indemnified Person at law or in equity.

SECTION 12. TERMINATION OF REGISTRATION RIGHTS.

(a) *General Resale Registration Statement.* Notwithstanding anything to the contrary in this Agreement, the Borrower's obligations under **Section 3**, and any related obligations of the Borrower under **Section 7**, will terminate (and, for the avoidance of doubt, the Borrower will thereafter have no obligation to file, keep effective or usable, or amend or make and other filings with respect to, the General Resale Registration Statement or any other General Resale Registration Statement Document) upon the earlier of (i) a Fundamental Change, the result of which the Company is "taken private," ceasing to be subject to ongoing securities law and relevant SEC reporting requirements under Section 12(g) of the Exchange Act (a "**Take-Private Transaction**") and (ii) the first date on which no Registrable Securities are outstanding.

(b) *Demand Underwriting Registration Rights.* Notwithstanding anything to the contrary in this Agreement, the Borrower's obligations under **Section 4**, and any related obligations of the Borrower under **Section 7**, will terminate (and, for the avoidance of doubt, the Borrower will thereafter have no obligation to effect any Demand Underwritten Offering) upon the earlier of (i) a Take-Private Transaction and (ii) the first date on which no Registrable Securities are outstanding.

(c) *Piggyback Registration Rights.* Notwithstanding anything to the contrary in this Agreement, the Borrower's obligations under **Section 5**, and any related obligations of the Borrower under **Section 7**, will terminate (and, for the avoidance of doubt, the Borrower will

thereafter have no obligation to include any Registrable Securities in any Piggyback Underwritten Offering) upon the earlier of (i) a Take Private Transaction and (ii) the first date on which no Registrable Securities are outstanding.

SECTION 13. SUBSEQUENT HOLDERS. EACH PERSON THAT ACQUIRES ANY REGISTRABLE SECURITIES FROM ANY HOLDER WILL, TO THE EXTENT SUCH SECURITIES CONTINUE TO CONSTITUTE REGISTRABLE SECURITIES IN THE HANDS OF SUCH PERSON, BECOME A HOLDER; PROVIDED, HOWEVER, THAT SUCH PERSON WILL NOT BE ENTITLED TO THE BENEFITS OF THIS AGREEMENT (AND WILL BE DEEMED NOT TO BE A HOLDER OR A NOTICE HOLDER) UNLESS SUCH PERSON PROMPTLY, AND IN ANY EVENT WITHIN FIVE (5) BUSINESS DAYS AFTER ACQUIRING SUCH SECURITIES, EXECUTE AND DELIVER A NOTICE AND QUESTIONNAIRE TO THE BORROWER AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

SECTION 14. MISCELLANEOUS.

(a) *Notices.* The Borrower will send all notices or communications to any Holder pursuant to this Agreement either (a) in writing by first class mail, certified or registered, return receipt requested, or by overnight air courier guaranteeing next day delivery, to such Holder's address as set forth in the latest Notice and Questionnaire of such Notice Holder delivered to the Borrower (or, if such Holder has not delivered any Notice and Questionnaire, as set forth in the Borrower's registrar); or (b) by email to the email address specified in such Notice and Questionnaire (which email will be deemed to constitute notice in writing for purposes of this Agreement).

Any notice or communication by any Holder to the Borrower will be deemed to have been duly given if in writing by first class mail, certified or registered, return receipt requested, or by overnight air courier guaranteeing next day delivery, to offices of the Borrower at the following address (or at such other address as may be hereafter specified by notice to the Holders by the Borrower):

Centogene N.V.
Am Strande 7
18055 Rostock
Germany
Attention: [***]
Email: [***]

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

Davis Polk & Wardwell London LLP
5 Aldermanbury Square
London EC2V 7HR
United Kingdom
Attention: Leo Borchardt

And

Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, NY 10017
United States
Attention: David Hahn

And

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

(b) *Amendments and Waivers.* This Agreement, of any provision of this Agreement, may be amended, modified, waived or superseded only by a written instrument that is executed by the Borrower and by one or more Holders whose aggregate As-Converted Registrable Securities Ownership Percentage exceeds fifty percent (50%), and any such amendment, modification, waiver or supersession so executed will be binding upon the Borrower and all Holders; *provided, however*, that (i) no amendment, modification, waiver or supersession of **Section 9** (including the events that constitute a Registration Default Event) or this **Section 14(b)**, or any related definitions, will be effective as to any Holder or the Lender unless reflected in a written instrument executed by such Holder or such Lender, as applicable; (ii) a waiver with respect to any particular Holder's rights under this Agreement will be effective as to such Holder if reflected in a written instrument executed by such Holder, provided such waiver does not adversely affect the rights of any other Holder; (iii) waiver of any rights of the Holders in respect of any Piggyback Underwritten Offering will be effective if reflected in a written instrument executed by Notice Holders holding a majority of the total number of Registrable Securities of Notice Holders proposed to be sold in such Piggyback Underwritten Offering; and (iv) no amendment, modification, waiver or supersession that affects any rights of the Lender or any Holders in respect of any Demand Underwritten Offering will be effective as to the Lender or the Holders, as applicable, unless reflected in a written instrument executed by the Lender or Notice Holders holding a majority of the total number of Registrable Securities of Notice Holders proposed to be sold in such Demand Underwritten Offering, respectively.

For purposes of determining whether any such amendment, modification, waiver or supersession is executed by Holders of the requisite number of securities, the Borrower may, absent manifest error, conclusively rely on information contained in its registrar or in any Notice and Questionnaire.

No delay on the part of any party in exercising any right, power or privilege pursuant to this Agreement will operate as a waiver thereof, and no waiver, or single or partial exercise of, any such right, power or privilege will preclude any other or further exercise thereof or the exercise of any other right, power or privilege pursuant to this Agreement.

(c) *Third Party Beneficiaries.* Subject to **Section 13**, this Agreement will be binding on, inure to the benefit of and be enforceable by, each Holder and its successors and assigns.

(d) *Governing Law; Waiver of Jury Trial.* THIS AGREEMENT, AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. EACH OF THE BORROWER AND THE LENDER IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

(e) *Arbitration.* The Borrower and each Holder agrees that any dispute, difference, claim, question or controversy arising out of or in connection with this Agreement, which is not amicably settled between the Borrower and any Holder within a period of one month from the date of the start of negotiations between the Borrower and any Holder, shall be finally resolved pursuant to arbitration pursuant to the terms set forth in this **Section 14(e)**. New York, New York will be the place of arbitration. Arbitration shall be governed by Judicial Arbitration & Mediation Services (“**JAMS**”) and its JAMS Comprehensive Rules and Procedures (“**JAMS Rules**”) in effect at the time the arbitration is commenced. A panel of three neutral arbitrators will be selected in accordance with the JAMS Rules to conduct the arbitration. The arbitration shall be conducted in English. The arbitral award shall be final and enforced in any court of competent jurisdiction by either party. To the extent permissible by applicable law, the Borrower and each Holder hereby waive any right to appeal the decision of the arbitration. The arbitral tribunal may award legal costs and expenses as it deems fit. The Borrower and each Holder hereby acknowledge and agree that arbitrators may issue procedural orders and decide on interim measures/injunctions in the course of the arbitration. The Borrower and each Holder agree that any one of them may request in aid of arbitration from any court of competent jurisdiction, injunctive relief or other conservatory measures.

(f) *No Adverse Interpretation of Other Agreements.* This Agreement may be used to interpret any other agreement of the Borrower or its subsidiaries or of any other Person, and no such agreement may be used to interpret this Agreement.

(g) *Successors.* All agreements of the Borrower in this Agreement will bind its successors.

(h) *Severability.* If any provision of this Agreement is invalid, illegal or unenforceable, then the validity, legality and enforceability of the remaining provisions of this Agreement will not in any way be affected or impaired thereby.

(i) *Counterparts.* The parties may sign any number of copies of this Agreement. Each signed copy will be an original, and all of them together represent the same agreement. Delivery of an executed counterpart of this Agreement by facsimile, electronically in portable document format or in any other format will be effective as delivery of a manually executed counterpart.

(j) *Table of Contents, Headings, Etc.* The table of contents and the headings of the

Sections and Subsections of this Agreement have been inserted for convenience of reference only, are not to be considered a part of this Agreement and will in no way modify or restrict any of the terms or provisions of this Agreement.

(k) *Service of Process.* The Borrower irrevocably appoints Centogene US, LLC, which currently maintains an office at 99 Erie St, Cambridge, MA 02139, United States of America, as its authorized agent in Cambridge upon which process may be served in any suit, action or proceeding referred to in **Section 14(e)**, and agrees that service of process upon such agent, and written notice of such service to the Borrower by the person serving the same to Centogene N.V., Am Strande 7, 18055 Rostock, Germany, Attention: [***], will be, in every respect, effective service of process upon the Borrower in any such suit, action or proceeding. If, for any reason, such agent ceases to be such agent for service of process, then the Borrower will promptly appoint a new agent of recognized standing for service of process in Massachusetts and deliver to the Lender and the Notice Holders a copy of the new agent's acceptance of that appointment within ten (10) Business Days of such acceptance. Nothing in this **Section 14(k)** will affect the right of the Lender or any Holder to serve process in any other manner permitted by law or to commence legal proceedings or otherwise proceed against the Borrower in any other court of competent jurisdiction. To the extent that the Borrower has or hereafter may acquire any sovereign or other immunity from jurisdiction of any court or from any legal process with respect to itself or its property, the Borrower irrevocably waives such immunity in respect of its obligations under this Agreement.

(l) *Entire Agreement.* This Agreement, including **Exhibit A**, constitutes the entire agreement of the parties with respect to the specific subject matter of this Agreement and supersedes in their entirety all other agreements or understandings (whether written or oral) between or among the parties with respect to such specific subject matter.

(m) *Specific Performance.* The Borrower (a) agrees that any failure by it to comply with its obligations under this Agreement may result in material irreparable injury to the Holders for which there is no adequate remedy at law, and, that upon any such failure, any Holder may obtain such relief as may be required to specifically enforce the Borrower's obligations under this Agreement; and (b) hereby waives the defense in any action for specific performance that a remedy at law would be adequate.

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

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

Centogene N.V.

By: /s/ Kim Stratton

Name: Kim Stratton

Title: Chief Executive Officer

[Signature Page to Second Registration Rights Agreement]

Pharmaceutical Investment Company

By: /s/ Ibrahim Abdulrahman I Aljuffali

Name: Dr. Ibrahim Abdulrahman I Aljuffali

Title: Chairman

[Signature Page to Second Registration Rights Agreement]

FORM OF NOTICE AND QUESTIONNAIRE

The undersigned (the “**Selling Securityholder**”) beneficial owner of common shares, par value €0.12 per share (the “**Common Shares**”), or other Registrable Securities (as defined in the Second Registration Rights Agreement referred to below) of Cenotogene, N.V., a public company with limited liability (*naamloze vennootschap*) incorporated under the laws of the Netherlands (the “**Borrower**”) understands that the Borrower has filed, or intends to file, with the Securities and Exchange Commission (the “**SEC**”) a registration statement (the “**Registration Statement**”) under the Securities Act of 1933, as amended (the “**Securities Act**”) to register the resale of Registrable Securities, in accordance with the terms of the Second Registration Rights Agreement, dated as of October 26, 2023 (the “**Second Registration Rights Agreement**”), between the Borrower and the Lender named therein. The Borrower will provide a copy of the Second Registration Rights Agreement upon written request at the address set forth below. All capitalized terms used in this Notice and Questionnaire without definition have the respective meanings given to them in the Second Registration Rights Agreement.

To sell or otherwise dispose of any Registrable Securities pursuant to the Registration Statement, the beneficial owner of those Registrable Securities generally must be named as a selling securityholder in the related prospectus, deliver a prospectus to the purchasers of the Registrable Securities and be bound by those provisions of the Second Registration Rights Agreement applicable to such beneficial owner (including certain indemnification provisions, as described below). Beneficial owners of any Registrable Securities that do not complete this Notice and Questionnaire and deliver it to the Borrower as provided below will not be named as selling securityholders in the prospectus and will not be permitted to sell any Registrable Securities pursuant to the Registration Statement. Beneficial owners are encouraged to complete and deliver this Notice and Questionnaire as soon as possible.

Please note that if the Common Shares held by you or which may be held by you do not meet the definition of “Registrable Securities” set forth in the Second Registration Rights Agreement, the Borrower is not required to register your securities and you will not be named as a selling securityholder in the Registration Statement.

Certain legal consequences arise from being named as a selling securityholder in the Registration Statement and the related prospectus. Accordingly, registered holders and beneficial owners of Registrable Securities should consult their legal counsel regarding the consequences of being named or not being named as a selling securityholder in the Registration Statement and the related prospectus.

NOTICE

By signing and returning this Notice and Questionnaire, the Selling Securityholder:

- notifies the Borrower of its intention to sell or otherwise dispose of Registrable Securities beneficially owned by it and listed below in Item 3 (except as otherwise specified under such Item 3) pursuant to the Registration Statement; and

· agrees to be bound by the terms and conditions of this Notice and Questionnaire and the Second Registration Rights Agreement.

Pursuant to the Second Registration Rights Agreement, the Selling Securityholder has agreed to indemnify and hold harmless the Borrower and its affiliates, the partners, directors, officers, members, shareholders, employees, advisors or other representatives of the Borrower or its affiliates, and each person, if any, who controls the Borrower within the meaning of Section 15 of the Securities Act or Section 20 of the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”), from and against certain claims and losses arising in connection with statements or omissions concerning the Selling Securityholder made in the Registration Statement or the related prospectus in reliance upon the information provided in this Notice and Questionnaire.

The Selling Securityholder hereby provides the following information to the Borrower and represents and warrants that such information is accurate and complete:

QUESTIONNAIRE

Please respond to every item, even if your response is “none.” If you need more space for any response, please attach additional sheets of paper. Please be sure to indicate your name and the number of the item being responded to on each such additional sheet of paper, and to sign each such additional sheet of paper before attaching it to this Notice and Questionnaire. Please note that you may be asked to answer additional questions depending on your responses to the following questions.

1. Selling Securityholder Information:

(a) Full legal name of the Selling Securityholder:

(b) If the Registrable Securities listed in Item 3 below are held in certificated form and not “in street name,” state the full legal name of the registered holder through which the Registrable Securities listed in Item 3 below are held:

(c) If the Registrable Securities listed in Item 3 below are held “in street name,” state the full legal name of the Depository Trust Company participant through which the Registrable Securities listed in Item 3 below are held:

(d) Taxpayer identification or social security number of the Selling Securityholder:

2. Address and Contact Information for Notices to the Selling Securityholder:

Telephone: _____

Fax: _____

Email Address _____

Contact Person: _____

3. Beneficial Ownership of Common Shares Issued Upon Conversion of the Loan:

I own Common Shares that were issued upon conversion of the Loan:

Number of Shares: _____

CUSIP No(s). (If Any): _____

4. Beneficial Ownership of Other Securities of the Borrower:

Except as set forth below in this Item 4, the Selling Securityholder is not the beneficial or registered owner of any securities of the Borrower other than the securities listed in Item 3 above.

Type and amount of other securities beneficially owned by the Selling Securityholder:

Title of Security	Amount Beneficially Owned	CUSIP No(s). (If Any)
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5. Relationships with the Borrower:

(a) Has the Selling Securityholder or any of its affiliates, officers, directors or principal equity holders (owners of 5% or more of the equity securities of the Selling Securityholder) held any position or office or had any other material relationship with the

Borrower (or its predecessors or affiliates) during the past three years?

Yes.

No.

(b) If the response to (a) above is "Yes," then please state the nature and duration of the relationship with the Borrower:

6. Plan of Distribution:

Check the following box confirming the intended plan of distribution of the Registrable Securities:

The Selling Securityholder (including its donees and pledgees) does not intend to distribute the Registrable Securities listed in Item 3 above pursuant to the Shelf Resale Registration Statement except as follows (if at all):

The Registrable Securities may be sold from time to time directly by the Selling Securityholder or, alternatively, through underwriters, broker-dealers or agents. If the Registrable Securities are sold through broker-dealers or agents, the Selling Securityholder will be responsible for underwriting discounts or commissions or agents' commissions. The Registrable Securities may be sold in one or more transactions at fixed prices, at prevailing market prices at the time of sale, at varying prices determined at the time of sale or at negotiated prices. Such sales may be effected in transactions (which may involve block transactions) (1) on any national securities exchange or quotation service on which the Registrable Securities may be listed or quoted at the time of sale; (2) in the over-the-counter market; (3) otherwise than on such exchanges or services or in the over-the-counter market; or (4) through the writing of options. In connection with sales of the Registrable Securities or otherwise, the Selling Securityholder may enter into hedging transactions with broker-dealers, which may in turn engage in short sales of the Registrable Securities in the course of the hedging positions they assume. The Selling Securityholder may also sell Registrable Securities short and deliver Registrable Securities to close out short positions or loan or pledge Registrable Securities to broker-dealers that in turn may sell such securities. Notwithstanding anything to the contrary, in no event will the methods of distribution take the form of an underwritten offering of the Registrable Securities without the prior agreement of the Borrower.

State any exceptions:

7. Broker-Dealers and Their Affiliates:

The Borrower may have to identify the Selling Securityholder as an underwriter in the Registration Statement or related prospectus if:

- the Selling Securityholder is a broker-dealer and did not receive the Registrable Securities as compensation for underwriting activities or investment banking services or as investment securities; or
- the Selling Securityholder is an affiliate of a broker-dealer and either (1) did not acquire the Registrable Securities in the ordinary course of business; or (2) at the time of its purchase of the Registrable Securities, had an agreement or understanding, directly or indirectly, with any person to distribute the Registrable Securities.

Persons identified as underwriters in the Registration Statement or related prospectus may be subject to additional potential liabilities under the Securities Act and should consult their legal counsel before submitting this Notice and Questionnaire.

(a) Is the Selling Securityholder a broker-dealer registered pursuant to Section 15 of the Exchange Act?

Yes.

No.

(b) If the response to (a) above is “No,” is the Selling Securityholder an “affiliate” of a broker-dealer that is registered pursuant to Section 15 of the Exchange Act?

Yes.

No.

For the purposes of this Item 7(b), an “affiliate” of a registered broker-dealer includes any company that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such broker-dealer.

(c) Did the Selling Securityholder acquire the securities listed in Item 3 above in the ordinary course of business?

Yes.

No.

(d) At the time of the Selling Securityholder's purchase of the securities listed in Item 3 above, did the Selling Securityholder have any agreements or understandings, directly or indirectly, with any person to distribute the securities?

Yes.

No.

(e) If the response to (d) above is "Yes," then please describe such agreements or understandings:

(f) Did the Selling Securityholder receive the securities listed in Item 3 above as compensation for underwriting activities or investment banking services or as investment securities?

Yes.

No.

(g) If the response to (f) above is Yes," then please describe the circumstances:

8. Nature of Beneficial Ownership:

The purpose of this section is to identify the ultimate natural person(s) or publicly held entity(ies) that exercise(s) sole or shared voting or dispositive power over the Registrable Securities.

(a) Is the Selling Securityholder a natural person?

Yes.

No.

(b) Is the Selling Securityholder required to file, or is it a wholly owned subsidiary of an entity that is required to file, periodic and other reports (for example, Forms 10-K, 10-Q

and 8-K) with the SEC pursuant to Section 13(a) or 15(d) of the Exchange Act?

Yes.

No.

(c) Is the Selling Securityholder an investment company, or a subsidiary of an investment company, registered under the Investment Company Act of 1940, as amended?

Yes.

No.

(d) If the Selling Securityholder is a subsidiary of such an investment company, please identify the investment company:

(e) Identify below the name of each natural person or entity that has sole or shared investment or voting control over the securities listed in Item 3 above:

PLEASE NOTE THAT THE SEC REQUIRES THAT THESE NATURAL PERSONS AND ENTITIES BE NAMED IN THE PROSPECTUS

9. Securities Received from Named Selling Securityholder:

(a) Did the Selling Securityholder receive the Registrable Securities listed above in Item 3 as a transferee from selling securityholder(s) previously identified in the Registration Statement?

Yes.

No.

(b) If the response to (a) above is “Yes,” then please answer the following two questions:

(i) Did the Selling Securityholder receive the Registrable Securities listed above in Item 3 from the named selling securityholder(s) prior to the effectiveness of the Registration Statement?

Yes.

No.

(ii) Identify below the names of the selling securityholder(s) from whom the Selling Securityholder received the Registrable Securities listed above in Item 3 and the date on which such securities were received.

If more space is needed for responses, then please attach additional sheets of paper. Please indicate the Selling Securityholder’s name and the number of the item being responded to on each such additional sheet of paper, and sign each such additional sheet of paper, before attaching it to this Notice and Questionnaire. The Selling Securityholder may be asked to answer additional questions depending on the responses to the above questions.

ACKNOWLEDGEMENTS

The Selling Securityholder acknowledges its obligation to comply with the provisions of the Exchange Act and the rules thereunder relating to share manipulation, particularly Regulation M thereunder (or any successor rules or regulations), in connection with any offer or sale of Registrable Securities. The Selling Securityholder agrees that neither it nor any person acting on its behalf will engage in any transaction in violation of such provisions.

The Selling Securityholder acknowledges its obligations under the Second Registration Rights Agreement to indemnify and hold harmless certain persons as set forth therein.

Pursuant to the Second Registration Rights Agreement, the Borrower has agreed under certain circumstances to indemnify the Selling Securityholder against certain liabilities.

In accordance with the Selling Securityholder’s obligation under the Second Registration Rights Agreement to provide such information as may be required by law for inclusion in the Resale Registration Statement, the Selling Securityholder agrees to promptly notify the Borrower of any inaccuracies or changes in the information provided in this Notice and Questionnaire that may occur after the date of this Notice and Questionnaire at any time while the Resale Registration

Statement remains effective.

Notices to the Selling Securityholder relating to this Notice and Questionnaire or pursuant to the Second Registration Rights Agreement will be made by email, or in writing, at the email or physical address set forth in Item 2 above.

By signing below, the Selling Securityholder acknowledges that it is the beneficial owner of the Registrable Securities set forth herein, represents that the information provided herein is accurate in all material respects and consents to the disclosure of the information contained in this Notice and Questionnaire in its answers to Items 1 through 9 and the inclusion of such information in the Resale Registration Statement and the related prospectus. The Selling Securityholder understands that such information will be relied upon by the Borrower in connection with the preparation or amendment of the Resale Registration Statement and the related prospectus.

Once this Notice and Questionnaire is executed by the undersigned beneficial owner and received by the Company, the terms of this Notice and Questionnaire, and the representations and warranties contained herein, shall be binding on, shall inure to the benefit of and shall be enforceable by the respective successors, heirs, personal representatives and assigns of the Company and the undersigned beneficial owner. This Notice and Questionnaire shall be governed, adjudicated and enforced in accordance with terms of the Second Registration Rights Agreement.

[Remainder of Page Intentionally Left Blank; Signature Pages Follows]

The Selling Securityholder has caused this Notice and Questionnaire to be executed and delivered either in person or by its duly authorized agent.

Dated: _____

Legal Name of
Selling
Securityholder: _____

By: _____

Name: _____

Title: _____

PLEASE RETURN THE COMPLETED AND EXECUTED NOTICE
AND QUESTIONNAIRE TO CENTOGENE N.V. AT:

Centogene N.V.
Am Strande 7
18055 Rostock, Germany
Attention: Chief Financial Officer
Email: [***]

This Notice and Questionnaire must be returned in the manner and within the time period set forth in the Second Registration Rights Agreement in order to include Registrable Securities in such Registration Statement.

SUBORDINATION AGREEMENT

This Subordination Agreement (the “Agreement”) is made as of October 26, 2023, by and between **PHARMACEUTICAL INVESTMENT COMPANY**, a closed joint stock company incorporated pursuant to the laws of the Kingdom of Saudi Arabia, with commercial registration number 1010698585, having its registered address located at Alra'idah Digital City, Building MU04, Al Nakhil District, P.O. Box 6847, Riyadh 11452, KSA (“**Creditor**”), and **OXFORD FINANCE LLC**, a Delaware limited liability company with an office located at 115 South Union Street, Suite 300, Alexandria, Virginia 22314, in its capacity as Collateral Agent (as hereinafter defined) for the Lenders (as hereinafter defined).

Recitals

A. Pursuant to a Loan and Security Agreement (such agreement as it may be amended from time to time, the “**Loan Agreement**”), dated as of January 31, 2022, among OXFORD FINANCE LLC (in its capacity as Collateral Agent for the Lenders, the “**Collateral Agent**”), the Lenders from time to time a party thereto, including, without limitation, Oxford Finance LLC (the “**Lenders**”), CENTOGENE N.V., a public limited liability company (*naamloze vennootschap*) incorporated under the laws of the Netherlands, having its corporate seat (*statutaire zetel*) in Amsterdam, the Netherlands and with offices located at Am Strande 7, 18055 Rostock, Germany and registered with the Chamber of Commerce (*Kamer van Koophandel*) under number 72822872 (“**Parent**”), CENTOGENE GMBH, a company with limited liability (*Gesellschaft mit beschränkter Haftung*) incorporated under the laws of Germany with offices located at Am Strande 7, 18055 Rostock, Germany, and registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Rostock under HRB 14967 (“**Centogene Germany**”), CENTOSAFE B.V., a private limited liability company (*besloten vennootschap*) incorporated under the laws of the Netherlands, having its corporate seat (*statutaire zetel*) in Amsterdam, the Netherlands and with offices located at Am Strande 7, 18055 Rostock, Germany and registered with the Chamber of Commerce (*Kamer van Koophandel*) under number 80366120 (“**Centosafe**”) and CENTOGENE US, LLC, a Delaware limited liability company with offices located at 99 Erie Street, Cambridge, MA 02139 (together with Parent, Centogene Germany and Centosafe, individually and collectively, jointly and severally, “**Borrower**”) has requested and/or obtained certain loans or other credit accommodations from the Lenders which are or may be from time to time secured by assets and property of Borrower.

B. Creditor has extended loans or other credit accommodations to Borrower, and/or may extend loans or other credit accommodations to Borrower from time to time.

C. In order to induce the Lenders to extend credit to Borrower and, at any time or from time to time, at the Lenders’ option, to make such further loans, extensions of credit, or other accommodations to or for the account of Borrower, or to purchase or extend credit upon any instrument or writing in respect of which Borrower may be liable in any capacity, or to grant such renewals or extension of any such loan, extension of credit, purchase, or other accommodation as the Lenders may deem advisable, Creditor is willing to subordinate: (i) all of Borrower’s indebtedness and obligations to Creditor (including, without limitation, principal, premium (if any), interest, fees, charges, expenses, costs, professional fees and expenses, and reimbursement obligations), and any dividends and/or distributions or other payments pursuant to call, put or conversion features in connection with equity securities of Borrower issued to or held by Creditor, whether presently existing or arising in the future (the “**Subordinated Debt**”) to all of Borrower’s indebtedness and obligations to the Collateral Agent and/or the Lenders; and (ii) all of Creditor’s security interests, if any, to all security interests in Borrower’s property in favor of the Collateral Agent and/or the Lenders.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Creditor hereby acknowledges and agrees that (i) Creditor does not have any lien on or security interest in any property of Borrower, whether now owned or hereafter acquired, including, without limitation, the “**Collateral**” as defined in the Loan Agreement, (ii) Borrower is prohibited from granting to the Creditor any lien on or security interest in any property of Borrower, whether now owned or hereafter acquired, including, without limitation, the Collateral and (iii) the Creditor shall not take any lien on or security interest in any property of

Borrower whether now owned or hereafter acquired, including without limitation, the Collateral. In furtherance of the foregoing, Creditor hereby subordinates (to the extent required pursuant to Section 15 below, this includes subordination (*achterstelling*) pursuant to section 3:277 of the Dutch Civil Code) to the Collateral Agent and the Lenders any security interest or lien that Creditor may have in any property of Borrower, including without limitation, the Collateral. Notwithstanding the respective dates of attachment or perfection of any security interest of Creditor and the security interest of the Collateral Agent and the Lenders, the lien and security interest of the Collateral Agent and the Lenders in the any property of Borrower, whether now owned or hereafter acquired, including, without limitation, the Collateral, shall at all times be senior to the lien and security interest of Creditor (and to the extent required shall be deemed a change in ranking (*rangwisseling*) in respect of any such lien and security interest in favor of the Collateral Agent and the Lenders for any assets situated in the Netherlands).

2. All Subordinated Debt is subordinated in right of payment to all obligations of Borrower to the Collateral Agent and the Lenders now existing or hereafter arising, together with all costs of collecting such obligations (including attorneys' fees), including, without limitation, all interest accruing after the commencement by or against Borrower of any Insolvency Proceeding (as defined below), and all obligations under the Loan Agreement (the "**Senior Debt**"); provided, however, in no event shall the aggregate principal amount of the Term Loans (as defined in the Loan Agreement) (such amount, the "**Senior Cap**") exceed \$50,000,000 (or at any time prior to an Insolvency Proceeding of Borrower or any of its material Subsidiaries, such larger amount with the prior written consent of Creditor and from and after such Insolvency Proceeding such consent shall not be required). For the sake of clarity, the aggregate principal amount of the Senior Debt shall not include interest, Lenders' Expenses, the Prepayment Fee, the Final Payment, the payment under the Success Fee Agreement (as such terms are defined in the Loan Agreement) or other amounts due to the Collateral Agent and the Lenders. Notwithstanding the foregoing, the Collateral Agent and Lenders shall not be bound by the Senior Cap from and after the date that the Loan (as defined in the PIC Loan Agreement (as defined herein) pursuant to that certain Loan Agreement dated on or about the date hereof between Creditor and Centogene N.V. (as amended to the extent permitted by the terms of this Agreement, the "**PIC Loan Agreement**") is converted into equity securities of Centogene N.V. (or any successor or other person) in accordance with the terms of the PIC Loan Agreement.

3. Creditor will not demand or receive from Borrower (and Borrower will not pay to Creditor) all or any part of the Subordinated Debt, by way of payment, prepayment, setoff, lawsuit or otherwise, nor will Creditor exercise any remedy with respect to the Subordinated Debt or any property of Borrower, whether now owned or hereafter acquired, including, without limitation, the Collateral, nor will Creditor accelerate the Subordinated Debt, or commence, or cause to commence, prosecute or participate in any administrative, legal or equitable action against Borrower (any action, an "**Enforcement Action**"), until such time as (i) the Senior Debt is fully paid in cash, and (ii) the Lenders have no commitment or obligation to lend any further funds to Borrower, and (iii) all financing agreements among the Collateral Agent and the Lenders and Borrower are terminated. Nothing in the foregoing paragraph shall prohibit Creditor from converting all or any part of the Subordinated Debt into equity securities of Borrower which do not have any call, put or other conversion features that would obligate Borrower to pay any money (including the payment of any dividends or other distributions for so long as the Senior Debt remains outstanding) or deliver any other securities or consideration to the holder, Creditor hereby agrees that Borrower may not declare, pay or make such dividends, distributions or other payments to Creditor and Creditor shall not accept any such dividends, distributions or other payments. Notwithstanding the foregoing, if there is an Event of Default under the Subordinated Debt, Creditor may commence Enforcement Actions against Borrower at the expiration of the Maturity Default Standstill Period (as defined herein) unless the Collateral Agent (or its agent) is pursuing diligently in good faith an Enforcement Action related to the Senior Debt or the Collateral, or is pursuing diligently in good faith to vacate any stay on prohibiting an Enforcement Action related to the Senior Debt or the Collateral. "**Maturity Default Standstill Period**" shall mean, the period of one hundred eighty (180) days commencing on the date on which Collateral Agent receives a written notice from Creditor, identified as a "Standstill Notice", that states an event of default has occurred and is continuing under the Subordinated Debt, and that, as a consequence thereof, Creditor has declared all of the Subordinated Debt to be immediately due and payable. The Maturity Default Standstill Period shall be tolled during the pendency of any Insolvency Proceeding of Borrower or any of its material Subsidiaries. Any amounts received by Creditor from any Enforcement Action shall be delivered to Collateral Agent pursuant to Section 4 below.

4. Creditor shall hold in trust for the Collateral Agent and the Lenders and promptly deliver to the Collateral Agent in the form received (except for endorsement or assignment by Creditor where required by the Collateral Agent), for application to the Senior Debt, any payment, distribution, security or proceeds received by Creditor with respect to the Subordinated Debt other than in accordance with this Agreement.

5. In the event of Borrower's insolvency, reorganization or any case or proceeding under any local or international bankruptcy or insolvency law or laws relating to the relief of debtors, including, without limitation, applicable laws in Germany and in the Netherlands (including any procedure or step taken in 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*) and including any restructuring schemes, plans (*akkoorden*) or similar) (each, an "**Insolvency Proceeding**"), (i) this Agreement shall remain in full force and effect, (ii) the Collateral shall include, without limitation, all Collateral arising during or after any such Insolvency Proceeding, and (iii) the Collateral Agent's and the Lenders' claims against Borrower and the estate of Borrower shall be paid in full before any payment is made to Creditor.

6. Collateral Agent will endeavor to provide Creditor with a copy of any written notice of an Event of Default that Collateral Agent provides to Borrower within two business days after Collateral Agent provides such written notice to Borrower, provided, however, that the failure by Collateral Agent to provide such notice shall not be a breach of this Agreement.

7. Until the Senior Debt is fully paid in cash and Lenders' arrangements to lend any funds to Borrower have been terminated, Creditor irrevocably appoints the Collateral Agent as Creditor's attorney-in-fact, and grants to the Collateral Agent a power of attorney with full power of substitution, in the name of Creditor or in the name of the Collateral Agent and/or the Lenders, for the use and benefit of the Collateral Agent and the Lenders, without notice to Creditor, to perform at the Collateral Agent's option the following acts in any Insolvency Proceeding involving Borrower:

(i) To file the appropriate claim or claims in respect of the Subordinated Debt on behalf of Creditor if Creditor does not do so prior to 30 days before the expiration of the time to file claims in such Insolvency Proceeding and if the Collateral Agent elects, in its sole discretion, to file such claim or claims; and

(ii) To accept or reject any plan of reorganization or arrangement on behalf of Creditor and to otherwise vote Creditor's claims in respect of any Subordinated Debt in any manner that the Collateral Agent deems appropriate for the enforcement of its rights hereunder.

In addition to and without limiting the foregoing: (x) until the Senior Debt is fully paid in cash and Lenders' arrangements to lend any funds to Borrower have been terminated, Creditor shall not commence, support, encourage, or join in any involuntary bankruptcy petition or similar action or proceeding (including Insolvency Proceedings) against Borrower, and (y) if an Insolvency Proceeding occurs: (i) Creditor shall not assert, without the prior written consent of Collateral Agent, any application, claim, complaint, motion, objection or argument in respect of the Collateral in connection with any Insolvency Proceeding, including, without limitation, any application, claim, complaint, motion, objection or argument seeking adequate protection, to invalidate or subordinate any lien on the Collateral, to surcharge Collateral, to borrow money and/or encumber the Collateral, to convert or dismiss the Insolvency Proceeding, to appoint an examiner or trustee (or similar, including but not limited to a bankruptcy trustee, administrator, restructuring expert or observer), or relief from the automatic stay in respect of the Collateral, (ii) Collateral Agent may consent to the use of cash collateral on such terms and conditions and in such amounts as it shall in good faith determine without seeking or obtaining the consent of Creditor as (if applicable) holder of an interest in the Collateral, (iii) if use of cash collateral by Borrower is consented to by Collateral Agent, Creditor shall not oppose such use of cash collateral for any reason, (iv) Creditor shall not object

to, or oppose, any sale, abandonment, or other disposition of any assets comprising all or part of the Collateral, free and clear of security interests, liens and claims of any party, including Creditor, under Section 363 of the United States Bankruptcy Code (or similar, including sections 3:250 ff. of the Dutch Civil Code to the extent initiated or supported by the Collateral Agent), a plan of reorganization or liquidation, or otherwise, for any reason if such action is supported by Collateral Agent and, if requested by Collateral Agent, Creditor shall affirmatively and promptly consent to such sale or disposition of such assets, if Collateral Agent has consented to, or supports, such sale or disposition of such assets, and (v) Creditor shall not file a proof of claim or vote on any chapter 11 plan (or similar, including any restructuring plan pursuant to Title IV of the Dutch Bankruptcy Act (*Wet homologatie onderands akkoord*)) with respect to any claim of Creditor that is secured, in whole or in part, by the Collateral.

8. Creditor represents and warrants that Creditor has provided Collateral Agent with true and correct copies of all documents evidencing or relating to the Subordinated Debt. Creditor shall ensure that the PIC Loan Agreement contains provisions that such agreement is subject to the terms of this Agreement. By the execution of this Agreement, Creditor hereby authorizes the Collateral Agent and the Lenders to amend any financing statements filed by Creditor against Borrower as follows: "In accordance with a certain Subordination Agreement by and among the Secured Party, the Debtor and Oxford Finance LLC, in its capacity as Collateral Agent, the Secured Party has subordinated any security interest or lien that Secured Party may have in any property of the Debtor to the security interest of Oxford Finance LLC and the Lenders identified therein in all assets of the Debtor, notwithstanding the respective dates of attachment or perfection of the security interest of the Secured Party and Oxford Finance LLC and the Lenders."

9. Neither Borrower nor the Creditor may amend the terms of any Subordinated Debt without the prior written consent of the Collateral Agent and the Lenders if such amendment is adverse to Borrower or Lenders in any material respect, or could reasonably be expected to be adverse to Borrower or Lenders in any material respect. Without limiting the foregoing, no amendment of the documents evidencing or relating to the Subordinated Debt shall directly or indirectly modify the provisions of this Agreement in any manner which might terminate or impair the subordination of the Subordinated Debt or the subordination of any security interest or lien that Creditor may have in any property of Borrower. By way of example, such instruments shall not be amended to (i) increase the rate of interest with respect to the Subordinated Debt, or (ii) accelerate the payment of the principal or interest or any other portion of the Subordinated Debt. The Collateral Agent and the Lenders shall have the sole and exclusive right to restrict or permit, or approve or disapprove, the sale, transfer or other disposition of any of the property or assets of Borrower, including, without limitation, the Collateral, except in accordance with the terms of the Senior Debt. Upon written notice from the Collateral Agent of the Collateral Agent's and the Lenders' agreement to release its lien on all or any portion of the Collateral in connection with the sale, transfer or other disposition thereof by the Collateral Agent and the Lenders (or by Borrower with consent of the Collateral Agent and the Lenders), Creditor shall be deemed to have also, automatically and simultaneously, released any lien or security interest on such Collateral, and Creditor shall upon written request by the Collateral Agent, immediately take such action as shall be necessary or appropriate to evidence and confirm such release. All proceeds resulting from any such sale, transfer or other disposition shall be applied first to the Senior Debt until payment in full thereof, with the balance, if any, to the Subordinated Debt, or to any other entitled party. If Creditor fails to release any lien or security interest as required hereunder, Creditor hereby appoints the Collateral Agent as attorney in fact for Creditor with full power of substitution to release Creditor's liens and security interests as provided hereunder. Such power of attorney being coupled with an interest shall be irrevocable.

10. All necessary action on the part of the Creditor, its officers, directors, partners, members and shareholders, as applicable, necessary for the authorization of this Agreement and the performance of all obligations of Creditor hereunder has been taken. This Agreement constitutes the legal, valid and binding obligation of Creditor, enforceable against Creditor in accordance with its terms. The execution, delivery and performance of and compliance with this Agreement by Creditor will not (i) result in any material violation or default of any term of any of the Creditor's charter, formation or other organizational documents (such as Articles or Certificate of Incorporation, bylaws, partnership agreement, operating agreement, etc.) or (ii) violate any material applicable law, rule or regulation.

11. If, at any time after payment in full of the Senior Debt any payments of the Senior Debt must be disgorged by the Collateral Agent or the Lenders for any reason (including, without limitation, any Insolvency Proceeding), this Agreement and the relative rights and priorities set forth herein shall be reinstated as to all such disgorged payments as though such payments had not been made and Creditor shall immediately pay over to the Collateral Agent all payments received with respect to the Subordinated Debt to the extent that such payments would have been prohibited hereunder. At any time and from time to time, without notice to Creditor, the Collateral Agent and the Lenders may take such actions with respect to the Senior Debt as the Collateral Agent and the Lenders, in their sole discretion, may deem appropriate, including, without limitation, terminating advances to Borrower, increasing the principal amount, extending the time of payment, increasing applicable interest rates, renewing, compromising or otherwise amending the terms of any documents affecting the Senior Debt and any collateral securing the Senior Debt, and enforcing or failing to enforce any rights against Borrower or any other person. No such action or inaction shall impair or otherwise affect the Collateral Agent's and the Lenders' rights hereunder.

12. This Agreement shall bind any successors or assignees of Creditor and shall benefit any successors or assigns of the Collateral Agent and the Lenders. This Agreement shall remain effective until terminated in writing by the Collateral Agent. This Agreement is solely for the benefit of Creditor and the Collateral Agent and the Lenders and not for the benefit of Borrower or any other party. Creditor further agrees that if Borrower is in the process of refinancing any portion of the Senior Debt with a new lender, and if the Collateral Agent and/or the Lenders makes a request of Creditor, Creditor shall agree to enter into a new subordination agreement with the new lender on substantially the terms and conditions of this Agreement.

13. Creditor hereby agrees to execute such documents and/or take such further action as the Collateral Agent and the Lenders may at any time or times reasonably request in order to carry out the provisions and intent of this Agreement, including, without limitation, ratifications and confirmations of this Agreement from time to time hereafter, as and when requested by the Collateral Agent.

14. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

15. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to conflicts of laws principles. Creditor and the Collateral Agent submit to the exclusive jurisdiction of the state and federal courts located in New York, New York in any action, suit, or proceeding of any kind, against it which arises out of or by reason of this Agreement. CREDITOR AND COLLATERAL AGENT WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN.

16. This Agreement represents the entire agreement with respect to the subject matter hereof, and supersedes all prior negotiations, agreements and commitments. Creditor is not relying on any representations by the Collateral Agent, the Lenders or Borrower in entering into this Agreement and Creditor has kept and will continue to keep itself fully apprised of the financial and other condition of Borrower. This Agreement may be amended only by written instrument signed by Creditor and the Collateral Agent.

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

OXFORD FINANCE LLC, as
Collateral Agent

By: /s/ Colette H. Featherly

Name: Colette H. Featherly

Title: Senior Vice President

[Signature Page to Subordination Agreement]

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

CREDITOR:

PHARMACEUTICAL INVESTMENT COMPANY

By: /s/ Ibrahim Abdulrahman I Aljuffali

Name: Dr Ibrahim Abdulrahman I Aljuffali

Title: Chairman

[Signature Page to Subordination Agreement]

Each of the undersigned approves of the terms of this Agreement.

BORROWER:

CENTOGENE N.V.

By: /s/ Kim Stratton
Name: Kim Stratton
Title: Chief Executive Officer

BORROWER:

CENTOGENE GMBH

By: /s/ Peter Andreas Bauer
Name: Dr Peter Andreas Bauer
Title: Managing Director (*Geschäftsführer*)

CENTOGENE GMBH

By: /s/ Michael Priebe
Name: Michael Priebe
Title: VP Finance

BORROWER:

CENTOSAFE B.V.

By: /s/ Jose Miguel Coego Rios
Name: Jose Miguel Coego Rios
Title: CFO

BORROWER:

CENTOGENE US, LLC

By: /s/ Debashree Ganguly
Name: Debashree Ganguly
Title: Managing Officer

[Signature Page to Subordination Agreement]

PHARMACEUTICAL INVESTMENT COMPANY
Alra'idah Digital City, Building MU04, Al Nakhil District
P.O. Box 6847, Riyadh 11452
The Kingdom of Saudi Arabia

October 26, 2023

Re: Right of First Offer Agreement

Ladies and Gentlemen:

This right of first offer agreement (this "Agreement") is entered into by and between Pharmaceutical Investment Company, a closed joint stock company incorporated pursuant to the laws of the Kingdom of Saudi Arabia (together with its successors and/or permitted assigns, "Lender"), DPE Deutschland II A GmbH & Co. KG ("DPE A"), a German limited partnership, DPE Deutschland II B GmbH & Co. KG, a German limited partnership ("DPE B"; DPE A and DPE B collectively "DPE"), Careventures Fund II S.C.Sp, a special limited partnership organized under the laws of Luxembourg ("Careventures"), TVM Life Science Innovation I, L.P., a Canadian limited partnership organized under the laws of Quebec ("TVM I") and TVM Life Science Innovation II SCSp, a special limited partnership organized under the laws of Luxembourg ("TVM II"; TVM I and TVM II collectively "TVM"), relating to certain rights, obligations and other matters set forth herein in connection with Centogene N.V., a public company with limited liability (*naamloze vennootschap*) incorporated under the laws of the Netherlands ("Borrower") and Lender's entry into that certain Loan Agreement, dated as of the date hereof, by and between Borrower and Lender (as may be amended, restated, amended and restated, modified or supplemented in accordance with its terms from time to time, the "Loan Agreement"), and is to be effective as of the Closing Date (as defined in the Loan Agreement). Lender, DPE, Careventures and TVM are each referred to herein as a "Party" and collectively as the "Parties".

1. Defined Terms.

(a) The following capitalized terms shall be defined herein as follows:

"Affiliate" has the meaning set forth in Rule 144 of the Securities Act as in effect on the date hereof.

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

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

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

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

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

"Common Shares" means the common shares, par value €0.12 per share, of Borrower.

"Exchange Act" means the U.S. Securities Exchange Act of 1934, as amended.

“Exercise Notice” has the meaning set forth in Section 2(b).

“Exercise Period” has the meaning set forth in Section 2(b).

“DPE” has the meaning set forth in the preamble of this Agreement.

“Fundamental Change” means any of the following events:

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

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

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

provided, however, that a transaction or event described in clause (a) or (b) above will not be deemed to constitute a Fundamental Change if the Specified Shareholders each continue, immediately after such transaction or event described in clause (a) or (b), to be the direct or indirect “beneficial owner” (as defined below) of substantially the same number of Common Shares of Borrower (or replacement equity interests in the surviving entity, acquirer, successor, or transferee, as applicable (or the parent entity thereof)) as each “beneficially owned” as of the date hereof.

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

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

“JAMS” has the meaning set forth in Section 9.

“JAMS Rules” has the meaning set forth in Section 9.

“Lender” has the meaning set forth in the preamble of this Agreement.

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

“Loan Agreement” has the meaning set forth in the preamble of this Agreement.

“Party” or “Parties” has the meaning set forth in the preamble of this Agreement.

“Person” means an individual, corporation, partnership, limited liability company, joint venture, trust or unincorporated organization or a Governmental Entity.

“Permitted Transferee” means, with respect to any Proposed Transferor, any Affiliate of the Proposed Transferor, any investment fund, account or other vehicle (other than any portfolio company) managed or controlled, directly or indirectly, by such Proposed Transferor or any Affiliate of such Transferor, or any limited partner, member or stockholder of any of the foregoing.

“Proposed Transferee” has the meaning set forth in Section 2(d).

“Proposed Transferor” has the meaning set forth in Section 2(a).

“Representatives” means with respect to any Person, such Person’s Affiliates and its and their respective directors, officers, employees, agents, insurance providers, and legal and financial advisors.

“ROFO Option” has the meaning set forth in Section 2(b).

“ROFO Party” or “ROFO Parties” has the meaning set forth in Section 2(a).

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

“Specified Shareholder” means each of DPE, Careventures and TVM.

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

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

“Transfer Notice” has the meaning set forth in Section 2(a).

“Transfer Shares” has the meaning set forth in Section 2(a).

“TVM” has the meaning set forth in the preamble of this Agreement.

2. Right of First Offer.

(a) Following the consummation of any Fundamental Change of Borrower, and for so long as Lender holds at least 10% of outstanding Common Shares of Borrower, including, prior to conversion, on an as-converted basis, if any Specified Shareholder or its Affiliates (collectively, "ROFO Parties") and each a "ROFO Party") desires to Transfer, directly or indirectly, any Common Shares then held by such ROFO Party (the "Transfer Shares" and such ROFO Party, the "Proposed Transferor"), to any Person or Persons other than any Permitted Transferee, in a bona fide transaction or series of related transactions, then such Specified Shareholder shall be required to give written notice (a "Transfer Notice") to Lender, which shall set forth the price per Common Share in cash at which the Proposed Transferor is willing to Transfer the Transfer Shares to Lender (the "Proposed Transferor Price"). In the event a Specified Shareholder or its Affiliates proposes to Transfer Common Shares to a Permitted Transferee, such Specified Shareholder shall cause the Permitted Transferee to sign a joinder to this Agreement in form and substance reasonably acceptable to Lender.

(b) Upon delivery of the Transfer Notice, Lender shall have an option (the "ROFO Option") to (x) purchase all (but not less than all) of the Transfer Shares at the Proposed Transferor Price, to be exercised by irrevocable written notice (the "Exercise Notice") to be delivered to the Proposed Transferor not later than 20 Business Days after the date of delivery of the Transfer Notice (the "Exercise Period"), or (y) propose, by irrevocable written notice (the "Lender Price Notice"), such notice to be delivered to the Proposed Transferor within the Exercise Period, a lower price per Common Share in cash at which Lender is willing to purchase all (but not less than all) Transfer Shares (the "Lender Price"). If Lender delivers within the Exercise Period a Lender Price Notice, the Proposed Transferor shall have the option, by written notice to Lender, not later than 45 days after delivery of the Lender Price Notice (the "Acceptance Period") to accept the Lender Price (the "Lender Price Acceptance Notice").

(c) If (A) Lender delivers an Exercise Notice to the Proposed Transferor within the Exercise Period, or (B) Lender delivers a Lender Price Notice to the Proposed Transferor within the Exercise Period and the Proposed Transferor delivers to Lender a Lender Price Acceptance Notice within the Acceptance Period, Lender and the Proposed Transferor shall enter, within 20 days after delivery of the Exercise Notice or the Lender Price Acceptance Notice (as the case may be), into a binding sale and transfer agreement in respect of the Transfer Shares on customary terms, such agreement providing for a purchase price equal to the Proposed Transferor Price (in case of (A) of this sentence) or the Lender Price (in case of (B) of this sentence), in each case such price being payable in full in cash at closing of the Transfer, and such agreement further providing for customary representations and warranties as to capacity, due authorization, enforceability, and title to shares free and clear of liens and encumbrances, and no other representations or warranties (the "ROFO SPA Terms"), and at such closing, and upon the payment in full of the applicable price to the Proposed Transferor, the Proposed Transferor shall be required to Transfer the Transfer Shares to Lender free and clear of all liens and encumbrances, other than those arising under applicable federal or state securities laws, and shall execute and deliver such additional documents as are reasonably necessary or appropriate to consummate the closing and the purchase and sale of the Transfer Shares; the closing of the sale of the Transfer Shares by the Proposed Transferor to Lender shall be held via electronic exchange of documents or at such other time and place as the Proposed Transferor and Lender may agree (but shall in any event occur within 90 days after execution of the purchase agreement (which 90-day period shall be extended to up to 365 days, as required, in order for the relevant parties to obtain any required approval of any Governmental Entity)).

(d) If (x) Lender declines to exercise the ROFO Option in writing or (y) Lender fails to deliver an Exercise Notice or Lender Price Notice to the Proposed Transferor within the Exercise Period, in each case, such decline to exercise or failure to deliver an Exercise Notice or Lender Price Notice exercising Lender's right of first offer shall result in the termination of the ROFO Option set out in this

Section 2 solely with respect to the Transfer Shares identified in such Transfer Notice, and the Proposed Transferor shall be entitled to initiate a sale process with respect to the Transfer Shares, to be supported by the Borrower, and consummate the Transfer with respect to all (but not less than all) of the Transfer Shares to any Person or Persons other than any Permitted Transferee (a “Proposed Transferee”) at any price and terms; provided that the execution of the binding agreement on such Transfer with such Person or Persons is entered into within 180 days following the expiration of the Exercise Period and the closing of the sale of the Transfer Shares shall occur within 90 days after execution of such binding agreement (which 90-day period shall be extended up to 365 days, as required, in order for the relevant parties to obtain any required approvals of any Governmental Entity). If such agreement is not entered into within such 180-day period for any reason or if such closing does not occur within such 90-day period (as extended, if applicable), then the restrictions provided for in this Section 2 shall again become effective, and no Transfer of the Transfer Shares may be made thereafter by the Proposed Transferor without again offering the same to Lender in accordance with this Section 2; provided, that, in the event the Proposed Transferor is again offering the Transfer Shares to Lender within such 180-day period in accordance with this Section 2, the Exercise Period for any such subsequent offer of the Transfer Shares shall be a period of 10 Business Days after the date of delivery of the revised Transfer Notice.

(e) If Lender delivered to the Proposed Transferor within the Exercise Period a Lender Price Notice and the Proposed Transferor does not deliver to Lender within the Acceptance Period a Lender Price Acceptance Notice, the Proposed Transferor shall be entitled to initiate a sale process with respect to the Transfer Shares to be supported by the Borrower, and consummate the Transfer with respect to all (but not less than all) of the Transfer Shares to any Person or Persons other than any Proposed Transferee at such terms as the Proposed Transferor agrees with such third party; provided, that the execution of the binding agreement on such Transfer with such Person or Persons is entered into within 180 days following the expiration of the Exercise Period and the closing of the sale of the Transfer Shares shall occur within 90 days after execution of the binding agreement (which 90-day period shall be extended up to 365 days as required, in order for the relevant parties to obtain any required approvals of any Governmental Entity); provided, however, that if the price per Common Share offered by the Proposed Transferee (the “Third Party Price”) is below the Proposed Transferor Price set out in the Transfer Notice, the Proposed Transferor shall deliver to Lender a written notice of the Third Party Price (the “Second Offer Notice”) and shall only be entitled to consummate the Transfer to the Proposed Transferee if Lender does not deliver, within 10 Business Days after delivery of the Second Offer Notice (the “Second Offer Period”), a written notice under which it irrevocably accepts the Transfer to it at the Third Party Price (the “Second Offer Acceptance Notice”). If Lender delivers to the Proposed Transferor, within the Second Offer Period a Second Offer Acceptance Notice, Lender and the Proposed Transferor shall enter, within 20 days after delivery of the Second Offer Acceptance Notice, into a binding sale and transfer agreement in respect of the Transfer Shares, such agreement providing for a purchase price equal to the Third Party Price and otherwise for the ROFO SPA Terms and the further provisions of Section 2(c) shall apply *mutatis mutandis*.

3. Survival. Each Party’s obligations and covenants made in this Agreement shall survive the execution and delivery of this Agreement.

4. Entire Agreement; Amendment; Waiver. This Agreement represents the entire understanding and agreement between the Parties hereto with respect to the subject matter hereof. Nothing expressed or implied in this Agreement is intended or shall be construed so as to grant or confer on any person, firm or corporation other than the Parties hereto, any rights or privileges hereunder. This Agreement can be amended, supplemented or changed, and any provision hereof can be waived, only by written instrument making specific reference to this Agreement signed by the Party against whom enforcement of any such amendment, supplement, modification or waiver is sought. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by the Party taking such action of compliance with any agreement

contained herein. The waiver by any Party hereto of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any Party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such Party preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

5. Assignability. Neither this Agreement nor any right, remedy, obligation or liability arising hereunder or by reason hereof will be assignable by any Party without the prior written consent of the other Parties; provided, however, that Lender may assign any of its rights, remedies, obligations or liabilities arising under this Agreement to its Permitted Transferees, if (a) it assigns its position as lender under the Loan Agreement and its Common Shares to such Permitted Transferees and (b) such Permitted Transferees sign a joinder to this Agreement in form and substance reasonably acceptable to Lender.

6. Further Instruments and Acts. Each of the Parties to this Agreement agrees to execute and deliver such further instruments and do such further acts as may be reasonably necessary or proper to more effectively carry out the purposes of this Agreement.

7. Waiver of Jury Trial. EACH OF BORROWER AND LENDER IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING ARISING OUT OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

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

9. Arbitration. Each Party agrees that any dispute, difference, claim, question or controversy arising out of or in connection with this Agreement, which is not amicably settled between the Parties hereto within a period of one month from the date of the start of negotiations between the Parties, shall be finally resolved pursuant to arbitration pursuant to the terms set forth in this Section 9. New York, NY will be the place of arbitration. Arbitration shall be governed by Judicial Arbitration & Mediation Services (“JAMS”) and its JAMS Comprehensive Rules and Procedures (“JAMS Rules”) in effect at the time the arbitration is commenced. A panel of three neutral arbitrators will be selected in accordance with the JAMS Rules to conduct the arbitration. The arbitration shall be conducted in English. The arbitral award shall be final and enforced in any court of competent jurisdiction by either Party. To the extent permissible by Law, the Parties hereby waive any right to appeal the decision of the arbitration. The arbitral tribunal may award legal costs and expenses as it deems fit. The Parties hereby acknowledge and agree that arbitrators may issue procedural orders and decide on interim measures/injunctions in the course of the arbitration. The Parties hereunder agree that any one of them may request in aid of arbitration from any court of competent jurisdiction, injunctive relief or other conservatory measures. The Parties hereto hereby agree that the fact of any arbitration hereunder, the content of any such proceedings and the outcome thereof shall be treated as confidential and shall be held confidential by each Party and their respective Representatives in accordance with Section 17.

10. Expenses. Each of the Parties shall bear all of its own costs and expenses incurred in connection with transactions contemplated by this Agreement, including without limitation, legal and meeting expenses and costs in connection with the preparation of this Agreement and any filing expenses with respect to this Agreement.

11. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including .pdf or any electronic signature

complying with the U.S. federal ESIGN Act of 2000, e.g., www.docuSign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

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

If to Lender:

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

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

Latham & Watkins LLP

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

If to DPE:

c/o DPE Deutsche Private Equity Gesellschaft mbH
Ludwigstr. 7
80539 Munich, Germany
Attn: [***]
Email: [***]

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

Gütt Olk Feldhaus
Hackenstraße 5
80331 Munich, Germany
Attn: Kilian Helmreich
Email: kilian.helmreich@gof-partner.com

If to Careventures:

c/o Careventures Fund II S C Sp
42 44 avenue de la Gare
L 1610 Luxembourg
Attn: [***]
Email: [***]

If to TVM:

c/o TVM Life Science Management GmbH
Ottostraße 4
80333 Munich, Germany
Attn: [***]
Email: [***]

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

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

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

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

17. Confidentiality. No Party hereto nor any of its Representatives may make any press release or other public disclosure regarding the existence of this Agreement, its contents, or the transactions contemplated by this Agreement without the written consent of the other Parties, in any case, as to the form, content, and timing and manner of distribution or publication of such press release or other public disclosure (which consent may not be unreasonably withheld, conditioned, or delayed). Each Party shall hold confidential the terms and provisions of this Agreement and the terms of the transactions contemplated by this Agreement. Notwithstanding the foregoing, nothing in this Section 17 will prevent any Party or its Representatives from making any press release or other disclosure (a) required by Law or the rules of any stock exchange, in which case the Party required to make such press release or other disclosure shall use commercially reasonable efforts to allow the other Parties reasonable time to review and comment on such release or disclosure in advance of its issuance or (b) to the accountants, Representatives, stockholders, members and partners of such Party and its Affiliates or actual or potential acquirers of the disclosing Party's interest in the Borrower, each as necessary in connection with the ordinary conduct of their businesses (so long as such Persons agree to keep the terms of this Agreement confidential).

[Signature Page Follows]

The undersigned hereby execute and deliver this Agreement as of the date first set forth above.

Lender:

PHARMACEUTICAL INVESTMENT COMPANY

By: /s/ Ibrahim Abdulrahman I Aljuffali

Name: Dr. Ibrahim Abdulrahman I Aljuffali

Title: Chairman

SIGNATURE PAGE TO ROFO AGREEMENT

Specified Shareholders:

**DPE DEUTSCHLAND II A GMBH & CO. KG, represented by: DPE
DEUTSCHE PRIVATE EQUITY GESELLSCHAFT MBH**

By: /s/ Guido Prehn

Name: Guido Prehn

Title: MD

**DPE DEUTSCHLAND II B GMBH & CO. KG, represented by: DPE
DEUTSCHE PRIVATE EQUITY GESELLSCHAFT MBH:**

By: /s/ Guido Prehn

Name: Guido Prehn

Title: MD

CAREVENTURES FUND II S.C.SP

By: /s/ Eric Souetre

Name: Eric Souetre

Title: Director

TVM LIFE SCIENCE INNOVATION I, L.P.

By: /s/ Anthony Gausi

Name: Anthony Gausi

Title: Director of TVM LSI I(GP) Limited

TVM LIFE SCIENCE INNOVATION II SCSP

By: /s/ Jens Hoellermann

Name: Jens Hoellermann

Title: Manager/Gérant

TVM LIFE SCIENCE INNOVATION II SCSP

By: /s/ Karen McSorley

Name: Karen McSorley

Title: Authorised Signatory

