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

FORM 6-K

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

For the month of November 2024

Commission File Number 001-39124

Centogene N.V.

(Translation of registrant's name into English)

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

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

Form 20-F ☒ Form 40-F ☐

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

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

Share Purchase Agreement for Centogene GmbH

On November 12, 2024, Centogene N.V. (the "Company") entered into a share purchase agreement (the "Share Purchase Agreement") with Charme IV, an Italian Fund represented by Charme Capital Partners Limited ("BidCo"), for the acquisition by BidCo from the Company of all of the issued and outstanding share capital (the "Shares") of Centogene GmbH, a limited liability company under German law and a wholly owned subsidiary of the Company ("Centogene Germany") and certain intra-group receivables (such transactions, collectively, the "Transaction"), for an aggregate purchase price of (i) € 8,717,906.80 in cash (the "Cash Consideration") to be paid upon the consummation of the Transaction (the "Closing") and (ii) the assumption by BidCo at Closing of the Company's rights, obligations and liabilities under the existing convertible loan agreement, dated as of October 26, 2023, between the Company and Pharmaceutical Investment Company ("PIC") (as amended to date, the "Convertible Loan Agreement").

The Closing is subject to the satisfaction or waiver of certain conditions under the Share Purchase Agreement, including (i) the receipt of the requisite approval (or deemed approval) of the Transaction by the Board of Directors or Governor of the General Authority for Competition of the Kingdom of Saudi Arabia, (ii) adoption of resolutions by the Company's general meeting approving the Transaction and the subsequent dissolution of the Company and appointment of the Company's liquidator and custodian (collectively, the "EGM Resolutions"), (iii) Centogene Germany not being materially insolvent prior to or at Closing, (iv) Oxford Finance LLC, the Company's senior lender ("Oxford"), not having taken certain actions prior to or at Closing that would lead to Centogene Germany being materially insolvent or over-indebted, the Company ceasing to own the Shares or Centogene Germany ceasing to own any of its own assets, (v) the Company's completion of an internal reorganization to unwind certain of the Company's existing intra-group receivables, (vi) the execution and effectiveness of certain agreements with PIC and Genomics Innovations Company Ltd. (the "JV"), the existing joint venture between the Company and PIC, to be entered into in connection with the Transaction, as described below, and (vii) the execution and effectiveness of certain agreements with Oxford to be entered into in connection with the Transaction, as described below. The Share Purchase Agreement contains customary representations and warranties and affirmative and negative covenants of the Company and BidCo. If the Closing conditions have not been satisfied or waived before March 31, 2025, then BidCo may, in its sole discretion, either terminate the Share Purchase Agreement by written notice to the Company or the Company and BidCo may jointly postpone satisfaction of the Closing conditions to a date not later than June 30, 2025. In the event the Closing conditions are not satisfied or waived after such date, then the Company and BidCo may, each in their sole discretion, terminate the Share Purchase Agreement by written notice to the other party.

The foregoing description of the Share Purchase Agreement is qualified in its entirety by reference to the Share Purchase Agreement, a copy of which is attached as Exhibit 99.1 hereto, and which is incorporated by reference herein.

In connection with the Company's entry into the SPA, each of DPE Deutschland II A GmbH & Co KG, DPE Deutschland II B GmbH & Co KG, TVM Life Science Innovation I, L.P., TVM Life Science Innovation II SCSp and Careventures Fund II SCSp and each Managing Director (and one former Managing Director) of the Company have entered into an irrevocable undertaking with the Company (each, an "Irrevocable Undertaking") pursuant to which each such shareholder has agreed to, among other things, vote the ordinary shares of the Company held by such shareholder, directly or indirectly, on the record date for the Company's extraordinary general meeting to be convened to approve the Transaction (i) in favor of the EGM Resolutions and (ii) against any voting item that is aimed at or reasonably expected to delay, prevent or impede the implementation or consummation of the Transaction and the Liquidation (as defined below). The foregoing shareholders own collectively approximately 57% of the Company's outstanding ordinary shares.

Novation of Centogene-PIC Joint Venture Agreement

It is a Closing condition under the Share Purchase Agreement that the Company, PIC, the JV and BidCo shall have entered into specified agreements pursuant to which (among other things), effective on or before the Closing, the Company will (i) transfer to Centogene Germany all of the equity interests held by the Company in the JV (such equity interests representing approximately 4% of the outstanding equity interests in the JV) and (ii) novate to Centogene Germany the Joint Venture Agreement, dated as of June 26, 2023, between the Company and PIC relating to the JV (as amended to date, the "JV Agreement") and all of the existing commercial agreements (the Laboratory Services Agreement, the Technology Transfer and Intellectual Property License Agreement and the Consultancy Agreement) between the Company and the JV relating to the JV, such that, from and after the effectiveness of such novations, the Company shall have no further rights, obligations or liabilities to or under, or any interest in, the JV, the JV Agreement or any such commercial agreements.

Assumption of PIC Convertible Loan Agreement

It is a Closing condition under the Share Purchase Agreement that the Company, PIC and BidCo shall have entered into an agreement pursuant to which (among other things), effective upon the Closing, BidCo or any of its subsidiaries will assume all of the Company's rights, obligations and liabilities under the Convertible Loan Agreement and the Company will be released from all of its rights, obligations and liabilities under the Convertible Loan Agreement (including any obligation to repay any outstanding amounts thereunder or to issue any equity securities of the Company thereunder).

Short-Term Loan Facility Agreement

On November 12, 2024, Centogene Germany and the JV entered into a short-term loan facility agreement (the "Short-Term Loan Facility Agreement"), pursuant to which the JV will lend Centogene Germany up to €15,000,000 for the purpose of funding Centogene Germany's required cash flow until the earlier of the Closing or March 31, 2025. Centogene Germany has granted to the JV a security interest in certain accounts receivable owing to Centogene Germany pursuant to a Receivables Pledge Agreement between Centogene Germany and the JV dated as of November 12, 2024 (the "Receivables Pledge Agreement") to secure Centogene Germany's repayment obligations under the Short-Term Loan Facility Agreement.

The foregoing descriptions of the Short-Term Loan Facility Agreement and the Receivables Pledge Agreement are qualified in their entirety by reference to the Short-Term Loan Facility Agreement and the Receivables Pledge Agreement, copies of which are attached as Exhibits 99.3 and 99.4 hereto, respectively, and which are incorporated by reference herein.

Oxford Forbearance and Fifth Amendment; Amended and Restated Loan and Security Agreement

On November 12, 2024, the Company and Oxford entered into a Forbearance Agreement and Fifth Amendment to Loan and Security Agreement (the "Forbearance Agreement and Fifth Amendment"), which, among other things, provides (i) consent by Oxford to the execution by the Company of the Share Purchase Agreement and the consummation of the transactions described therein, (ii) forbearance by Oxford from exercising remedies as a secured lender with respect to any existing defaults under the existing loan and security agreement, dated as of January 31, 2022, between the Company and Oxford (as amended to date, the "Loan and Security Agreement") and (iii) for certain interest payments of the Company to be paid-in-kind prior to the Closing.

The foregoing description of the Forbearance Agreement and Fifth Amendment is qualified in its entirety by reference to the Forbearance Agreement and Fifth Amendment, a copy of which is attached as Exhibit 99.5 hereto, and which is incorporated by reference herein.

Additionally, it is a Closing condition under the Share Purchase Agreement that BidCo and Oxford shall have entered into an amendment and restatement of the Loan and Security Agreement pursuant to which (among other things), effective upon the Closing, (i) BidCo will become party to the Loan and Security Agreement, in its capacity as the parent entity of Centogene Germany effective as of the Closing, and (ii) the Company will be replaced by Centogene Germany as the facility borrower under the Loan and Security Agreement, such that the Company shall have no further rights, obligations or liabilities thereunder, with all security interests in the Company's assets held by Oxford pursuant to the Loan and Security Agreement and related agreements being fully released.

Planned Dissolution and Liquidation

Following the Closing, the Company and its remaining subsidiaries (Centogene Switzerland AG and CentoSafe B.V.) will no longer have any operations and, in connection therewith, the Company intends to (i) liquidate such remaining subsidiaries and (ii) propose to the Company's general meeting that the Company enter into dissolution and liquidation with effect from the moment immediately following the Closing in accordance with the laws of the Netherlands and the Company's organizational documents (collectively, the "Liquidation"). Following the liquidation of the Company's remaining subsidiaries, it is expected that the Company will not have any remaining assets, other than a cash amount equal to the Cash Consideration, which shall be applied towards covering the Company's running costs until the finalization of the Liquidation, and no remaining liabilities, except for running costs during the Liquidation.

In connection with the Liquidation, after having paid all of the Company's residual liabilities (if any), the Company shall distribute, as a final liquidation distribution, all of its remaining assets (which, at that time, are expected to consist only of a cash amount) to its shareholders and to the holders of vested equity awards issued by the Company in respect of the Company's ordinary shares underlying such equity awards (the "Liquidation Distribution"). Pursuant to the Share Purchase Agreement, if and to the extent the Company would be in a position to distribute more than $0.20 per ordinary share in its share capital in connection with the Liquidation, the Company must repay the excess to BidCo immediately prior to making the Liquidation Distribution. As a consequence, the Liquidation Distribution shall not exceed $0.20 per ordinary share. However, because at least part of the Cash Consideration is expected to be applied towards covering the Company's running costs until the finalization of the liquidation process, there is no certainty that the above-mentioned $0.20 per ordinary share, or a certain part thereof, will be distributed to the Company's shareholders following the Transaction. The Liquidation Distribution will therefore be less, and may even be significantly less, than the Cash Consideration. The Liquidation Distribution may also be less, or even significantly less, than the above-mentioned $0.20 per ordinary share, and could even be reduced to zero. The Liquidation Distribution will be made subject to any applicable withholding taxes, if any. The Company currently estimates that, after taking into account the Company's anticipated running costs until the finalization of the liquidation process and Transaction-related expenses and liabilities, approximately €5,522,000 will be available for the Liquidation Distribution to the Company's shareholders, although there can be no assurances as to the exact amount of the Liquidation Distribution, if any.

The Liquidation Distribution is expected to be made upon completion of the Liquidation and associated formalities under applicable law, which entails – among other matters – a creditor opposition period of two months, which will commence no earlier than the Closing date. The exact record date and payment date of the Liquidation Distribution will depend on the Liquidation process and will be communicated by the Company on its website in due course.

Press Release

On November 13, 2024, the Company issued a press release in connection with Transaction. A copy of the press release is attached hereto as Exhibit 99.6.

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: November 13, 2024

CENTOGENE N.V.

By: /s/ Kim Stratton
Name: Kim Stratton
Title: Chief Executive Officer

Exhibit Index

Exhibit	Description of Exhibit
99.1	Share Purchase Agreement
99.2	Form of Irrevocable Undertaking
99.3	Short-Term Loan Facility Agreement
99.4	Receivables Pledge Agreement
99.5	Forbearance Agreement and Fifth Amendment
99.6	Press Release

Exhibit 99.1

CLIFFORD
CHANCE

CLIFFORD CHANCE LLP

Strictly private and confidential

CENTOGENE N.V.

AND

CHARME IV

SHARE PURCHASE AGREEMENT
DATED 12 NOVEMBER 2024

CONTENTS

THIS SHARE PURCHASE AGREEMENT (the "**Agreement**") is made on 12 November 2024,

BETWEEN:

(1) **Centogene N.V.**, a public limited liability company (*naamloze vennootschap*) incorporated under the laws of the Netherlands, having its seat (*statutaire zetel*) in Amsterdam, the Netherlands and its office address at Am Strande 7, 18055 Rostock, Germany, and registered with the Dutch Commercial Register (*Handelsregister*) under number 72822872 (the "**Seller**"); and

(2) **Charme IV,** an Italian Fund represented by Charme Capital Partners Limited, registered in England and Wales, 09487131, registered office at 7th Floor, 3 St James's Square, London, SW1Y 4JU, United Kingdom (the "**Buyer**"),

together referred to as the "**Parties**" and each a "**Party**".

INTRODUCTION:

(A) The Seller is at the date hereof the owner of all the issued and outstanding shares (the "**Shares**") of Centogene GmbH ("**Centogene Germany**").

(B) The Buyer wishes to acquire, and the Seller wishes to sell, the Shares and the Shareholder Loans on the terms and subject to the conditions set out in this Agreement (the "**Transaction**"). It is envisaged that following the consummation of the Transaction, the Seller shall be dissolved and that its assets and any remaining debts shall be liquidated, followed by a liquidation distribution to the Seller's shareholders of the Seller's remaining assets (if any) after the completion of all relevant liquidation formalities under applicable Law (the "**Liquidation**").

(C) Furthermore, Parties have reached agreement with Oxford Finance LLC on (i) the suspension of payments by the Seller to Oxford Finance LLC under the loan facility entered into between Oxford Finance LLC as lender and the Seller as borrower (with Centogene Germany also being a party and co-borrower) dated 31 January 2022, as amended from time to time (the "**Oxford Loan Facility**") (the "**Suspension Agreement**"), and (ii) an agreed form amendment and restatement agreement of the Oxford Loan Facility attached hereto as Schedule 7 (the "**Amended and Restated Oxford Loan Facility**") (the Suspension Agreement and the Amended and Restated Oxford Loan Facility together, the "**Oxford Agreements**").

(D) Furthermore, the Parties have reached agreement with Pharmaceutical Investment Company on certain amendments to the joint venture agreement between the Seller and Pharmaceutical Investment Company, dated 26 June 2023, as amended by the variation agreement dated 23 October 2023 and the share purchase agreement between the Seller and Pharmaceutical Investment Company, dated 12 May 2024, in relation to Genomics Innovations Company Limited (the "**Lifera JV Novation Agreement**"). The Parties have also reached agreement on certain amendments to, and the novation of the (i) consultancy agreement dated 27 November 2023, as amended by a Variation No. 1 dated 12 May 2024, (ii) the Technology Transfer and Intellectual Property License Agreement dated 27 November 2023, as amended by the Variation No. 1 Agreement dated 12 May 2024 and the Variation Agreement No. 2 dated 2 October 2024, and (iii) the Laboratory Services Agreement dated 27 November 2023, each of these amendment and novation agreements being entered into on the date hereof. Further, the Parties have also agreed that the Seller's entire interest in Genomics Innovations Company Ltd. (the "**Genomics**") will be transferred to Centogene Germany prior to, at, or as soon as permitted under applicable Law after Closing (as defined below) in a separate agreement and Pharmaceutical Investment Company shall irrevocably consent to such transfer and otherwise irrevocably undertake to cooperate with such transfer to the fullest extent permitted by applicable Law pursuant to the Lifera JV Novation Agreement. In addition, the Parties have reached agreement with Pharmaceutical Investment Company regarding the assumption and restatement of the Convertible Loan Agreement via the execution of the Amendment and Restatement Agreement Lifera CLA. Moreover, the Buyer has reached agreement with Pharmaceutical Investment Company on a shareholders agreement to be entered into between them in relation to the envisaged jointly owned holding vehicle for Centogene Germany after Closing (the "**Lifera Topco SHA**").

(E) Promptly following the date of this Agreement, the Seller shall convene an extraordinary general meeting (the "**EGM**"). During the EGM, amongst others, those who are shareholders of the Seller on the record date for the EGM shall be able to vote on the approval of the Transaction and the Liquidation.

(F) The Buyer may assign this Agreement and its rights and obligations under this Agreement in accordance with Clause 14.10. To this end, the Buyer has reserved the following shelf companies with a service provider: Blitz F24-481 GmbH, which is or will be a wholly-owned subsidiary of the Buyer and which in turn shall hold 100% of the shares in Blitz F24-483 GmbH.

THE PARTIES AGREE as follows:

1. DEFINITIONS AND INTERPRETATION

Unless the context requires otherwise interpretation conventions and capitalised terms used in this Agreement shall have the meaning set out in Schedule 1 (*Definitions and Interpretation*).

2. SALE, PURCHASE AND TRANSFER OF THE SHARES AND SHAREHOLDER LOANS

2.1 On the terms and subject to the conditions set out in this Agreement, the Seller hereby sells the Shares and the Shareholder Loans (the remaining intercompany receivables of the Seller against Centogene Germany and its subsidiaries after the implementation of the Pre-Closing Restructuring Measures, is expected to amount to approximately EUR 43 million) to the Buyer and the Buyer hereby purchases the Shares and the Shareholder Loans from the Seller.

2.2 Subject to the satisfaction or (to the extent permitted under applicable Law) waiver of the Conditions in accordance with Clause 4 (*Conditionality*), the Seller shall transfer title to the Shares and Shareholder Loans free from all Third Party Rights and together with all rights attached to the Shares on Closing to the Buyer, and the Buyer shall accept the transfer of title to the Shares and Shareholder Loans on Closing by executing the Deed of Transfer, all in the manner as further set out in Clause 5 (*Closing*) provided that the transfer of title to the Shares and Shareholder Loans under the Deed of Transfer will only become effective upon the suspensive condition (*aufschiebende Bedingung*) precedent of the receipt of the Purchase Price on the Seller's bank account designated in the Deed of Transfer.

2.3 Subject to Closing, the economic benefit and burden of the Shares, the businesses of the Group Companies, all their assets and liabilities and the Shareholder Loans shall be for the risk and account of the Buyer as of the Closing Date.

3. PURCHASE PRICE, REIMBURSMENT OF COSTS AND PAYMENT

3.1 The aggregate cash purchase price for the Shares and the Shareholder Loans shall be an amount equal to EUR 8,717,906.80 (the "**Purchase Price**"). As additional consideration for the acquisition of the Shares and the Shareholder Loans, the Buyer undertakes to assume (or have another wholly-owned (or owned together with a management company) subsidiary assume) the Convertible Loan Agreement at Closing with debt releasing effect for the Seller (regarding all outstanding amounts thereunder, being USD 30,000,000 plus any accrued and unpaid interest, if any) and to amend and restate the Convertible Loan Agreement in the form of the Amendment and Restatement Agreement Lifera CLA (the "**Non-Cash Purchase Price**" and together with the Purchase Price, the "**Total Consideration**").

3.2 The Seller confirms that the cash position of the Seller Group (meaning the cash balance minus any overdue operational liabilities) on 31 October 2024 (the "**Net Cash Position**"), is no less than EUR 700,000 (the "**Minimum Cash Level**").

3.3 The Seller will provide the Buyer on 15 November 2024 with evidence showing the Net Cash Position and deliver a statement on the amount of the Net Cash Position. The amount notified as Net Cash Position in such statement shall be the Net Cash Position for purposes of this Agreement, provided that the Buyer can within ten (10) calendar days following 5 November 2024 send a written notice of disagreement (the "**Notice of Disagreement**") to the Seller stating in reasonable detail the reasons for the disagreement with the Net Cash Position shown in the evidence provided by the Seller. The Seller and the Buyer shall use all reasonable efforts to discuss the Buyer's disagreement, and its reasons for the disagreement, and attempt in good faith to reach agreement in respect thereof. If such agreement is reached and the outcome of the agreement is that the Net Cash Position as notified by the Seller needs to be reduced, the Purchase Price shall be reduced accordingly on a euro-for-euro basis for the amount that the Net Cash Position shall be less than the Minimum Cash Level and the Purchase Price in such reduced amount shall be the Purchase Price for purposes of this Agreement and the Deed of Transfer. If the Parties are unable to reach agreement within ten (10) calendar days of the Notice of Disagreement, the Parties will jointly appoint an independent firm of internationally recognised accountants to determine the Net Cash Position and the cost and fees of such accountants firm shall be borne by the Buyer, except if the outcome is that the Purchase Price needs to be reduced in which latter case such cost and fees shall be borne by the Seller. If such accountants firm determines that the Purchase Price as notified by the Seller needs to be reduced, such reduced amount shall be the Purchase Price for purposes of this Agreement and the Deed of Transfer. In all other cases, including if such accountants firm has made no determination concerning the Purchase Price within 30 calendar days of its appointment, the Purchase Price as notified by the Seller shall continue to be the Purchase Price for purposes of this Agreement and the Deed of Transfer as long as the cause of the accountant firm not having made a determination is not attributable to the Seller.

3.4 The Purchase Price (as notified and adjusted in accordance with Clause 3.3, 3.7 or 6.4, as the case may be) shall be payable to the bank account designated by the Seller in the Deed of Transfer on the Closing Date in cash. The Seller undertakes to confirm receipt of the Purchase Price (as notified and adjusted in accordance with Clause 3.3, 3.7 or 6.4, as the case may be) by written (pdf sufficient) notice (the "**Confirmation of Receipt**") to the Notary (with copy to the Buyer) immediately, but latest within two (2) Business Days after receipt of the payment. If the Seller fails to provide the Confirmation of Receipt in a timely manner, a written (email being sufficient) payment confirmation issued by the Buyer's bank, a pdf copy of which the Notary shall forward to Seller, shall serve as Confirmation of Receipt. The Confirmation of Receipt constitutes proof of the payment of the Purchase Price and of the occurrence of the suspensive condition precedent (*aufschiebende Bedingung*) for the transfer of the title of the Shares as set forth in Section 1.1 of the Deed of Transfer.

3.5 If the Buyer fails to pay the Purchase Price (as adjusted in accordance with Clause 3.3, 3.7 or 6.4, as the case may be) to the Seller, in accordance with the terms of this Agreement, on, or within three (3) Business Days, after the Closing Date, the Seller may in its sole discretion terminate this Agreement (including the Deed of Transfer) by notice in writing to the Buyer.

3.6 If any payment is made by or on behalf of a Party to another Party under or in connection with this Agreement (other than the payment of the Purchase Price), such payment shall, to the extent permitted under applicable Law, be treated as an adjustment of the Purchase Price paid by the Buyer and the Purchase Price shall be deemed to have been reduced by the amount of such payment. The Parties are of the unanimous view that the sale and transfer of the Shares hereunder is exempt from value added tax and hence no value added tax shall be paid in addition to the Purchase Price by the Buyer to the Seller, i.e. the Purchase Price is a gross amount.

3.7 Between the date of this Agreement and Closing, the Seller shall, and shall procure that the Group Companies shall, spend a maximum aggregate amount of EUR 2,481,937.68 to pay any transaction and liquidation costs of the Seller Group, including the costs set out in Schedule 5 (*Costs*). Any amount spent on any such costs of the Seller Group in excess of the aggregate amount of EUR 2,481,937.68 between the date of this Agreement and Closing shall on a euro-for-euro basis be deducted from the Purchase Price. For the avoidance of doubt, Parties agree that the operational expenses of the Group Companies, including any amounts payable under the consultancy agreement with Oliver Wyman referred to in Clause 6.3.3 are separate from the transaction and liquidation costs referred to in this Clause 3.7.

3.8 If and to the extent that the Seller would be in a position to distribute more than USD 0.20 per ordinary share in its share capital in connection with the Liquidation (such excess amount, the "**Excess Liquidation Cash**"), the Seller shall repay the Excess Liquidation Cash to the Buyer (converted into euros using the euro/U.S. dollar exchange on the Business Day prior to such repayment) immediately prior to making its Liquidation distribution to the Company's shareholders.

3.9 As set out in Clause 3.1 above, the Total Consideration payable by the Buyer under this Agreement and consisting of (i) the Purchase Price (to be paid in cash) and (ii) the Non-Cash Purchase Price (to be settled by way of the execution of the Amendment and Restatement Agreement Lifera CLA) shall be allocated as follows:

3.9.1 primarily to the Shareholder Loan (respectively the respective receivables thereunder against Centogene Germany) up to the amount outstanding thereunder (including any accrued and unpaid interest); and

3.9.2 any remaining amount of the Total Consideration shall be allocated to the Shares.

The Parties expect that the amount of the Total Consideration will be less than the amount outstanding under the Shareholder Loans at Closing, in which case (i) an amount of EUR 1 shall be allocated to be the consideration for the Shares, (ii) an amount of EUR 1 shall be allocated to be the consideration for the Impaired Tranche Shareholder Loan and (iii) the remaining amount of the Total Consideration, i.e. the Total Consideration minus EUR 2 shall be allocated to be the consideration for the Value Tranche Shareholder Loan.

4. **CONDITIONALITY**

4.1 Closing is subject to the following conditions precedent (*opschortende voorwaarden*) being satisfied or (to the extent permitted under applicable Law) waived on or before 31 March 2025 (the "**Long Stop Date**"):

4.1.1 the Board of Directors of the General Authority for Competition of the Kingdom of Saudi Arabia ("**GAC**") issuing a resolution under Article 10(1) or Article 10(2) of the Competition Law approved by Royal decree No. (M/75) dated 29/6/1440H (the "**Competition Law**") and Article 23(1) of its implementing regulations dated 25/1/1441H, approving the Transaction or the Governor of GAC doing so, provided that any such approval shall not have imposed a condition that will require Buyer to divest any interest in Genomics or any other business a Group Company does directly or indirectly in the Kingdom of Saudi Arabia or the Board and the Governor of GAC being deemed to have approved the Transaction under Article 11(2) of the Competition Law and Article 23(2) of its implementing regulations (or howsoever otherwise), or either the Board or Governor of GAC (or GAC doing howsoever otherwise, including by way of administrative communication by GAC) waiving or indicating release from waiving any requirement to apply for such approval (the "**Competition Condition**");

4.1.2 No Governmental Order has been issued by any Governmental Authority that remains in force and effect, no Governmental Authority has enacted any Law, governmental order or injunction that is in effect, and no Governmental Authority has ordered a filing with suspensory effect, which in each case restrains or prohibits the consummation of the Transaction and/or the Liquidation in any material respect;

4.1.3 at the EGM, the EGM Resolutions are passed with the requisite majority of votes cast (the "**EGM Condition**");

4.1.4 Oxford Finance LLC has not (i) provided a written notice declaring that an event of default or breach under the Oxford Loan Facility has occurred and is continuing, (ii) exercised its rights to claim any amount due and payable under the Oxford Loan Facility or any other Loan Document (as defined in such Oxford Loan Facility) or (iii) enforced any security right under or in connection with the Oxford Loan Facility or any other Loan Document (as defined in such Oxford Loan Facility), in each case as a direct result of which Centogene Germany is materially insolvent (*zwingender Insolvenzgrund – i.e.* illiquid or overindebted according to the German Insolvency Code (*InsO*)) or the Seller ceases to own the shares in Centogene Germany or Centogene Germany ceases to own any of the assets that it owns on the date of this Agreement (the "**Oxford Condition**");

4.1.5 Centogene Germany is not materially insolvent (*zwingender Insolvenzgrund*) *i.e.* illiquid or overindebted according to the German Insolvency Code (*InsO*) prior to or on the Closing Date (as defined below) (the "**Insolvency Condition**");

4.1.6 completion of the Pre-Closing Restructuring Measures in a form reasonably satisfactory to the Buyer; ("**Pre-Closing Restructuring Condition**");

4.1.7 the Amended and Restated Oxford Loan Facility being executed by the respective parties thereto and effective in accordance with its terms; and

4.1.8 the Lifera Agreements each being executed by the respective parties thereto and effective in accordance with their respective terms;

(the "**Conditions**").

4.2 All Conditions are for the benefit of the Buyer and can be waived (to the extent permitted under applicable Law) by the Buyer at its sole discretion except for the Conditions set out in subclauses 4.1.7 and 4.1.8 which are for the benefit of both the Buyer and the Seller and can be waived (to the extent permitted under applicable Law) only by the Buyer and the Seller jointly by written consent.

4.3 The primary responsibility for the preparation, filing and strategy of the relevant notifications set out in Clause 4.1.1 and the conduct of proceedings in connection therewith before any relevant Governmental Authority rests with the Buyer, and any costs and expenses incurred in connection therewith are for the account of the Buyer.

4.4 Subject to the provisions below, each Party shall use all reasonable endeavours to cause the respective Conditions to be fulfilled as soon as possible following the date of this Agreement and each Party shall keep the other Party apprised of all relevant developments in connection with the satisfaction or (to the extent permitted by applicable Law) waiver of the respective Conditions. In particular, the Parties agree and the Seller will use all reasonable endeavours to cause the implementation of the Pre-Closing Restructuring Measures.

4.5 It shall be at the Buyer's sole discretion whether or not to divest any interest in Genomics or any other business a Group Company does directly or indirectly in the Kingdom of Saudi Arabia, and the Buyer shall not be obliged to offer, accept, take, perform or satisfy any such divestment, to fulfil the Competition Condition, whether requested by a Governmental Authority or not.

4.6 Without prejudice to the Buyer's obligations set out in Clause 4.3, the Seller shall use all reasonable endeavours, and shall use all reasonable endeavours to cause each Group Company, to co-operate with and assist the Buyer in procuring the satisfaction of the Competition Condition by providing, as soon as reasonably possible, the Buyer, or its counsel, as the case may be, for this purpose upon reasonable request and in good faith with the information and documents in their possession or under their control and required for the purpose of making any submissions, filings and/or notifications to any such Governmental Authority and/or for answering any questions raised by any Governmental Authority.

4.7 If the Conditions have not been satisfied in accordance with this Agreement or (to the extent permitted under applicable Law) waived on or before the Long Stop Date, (i) then the Buyer may at its sole discretion either terminate this Agreement by notice in writing to the Seller, or (ii) the Buyer and the Seller may acting jointly postpone the Long Stop Date to a date which shall not be later than three (3) months after the Long Stop Date. If at the postponed Long Stop Date, the Conditions are still not satisfied or (to the extent permitted under applicable Law) waived in accordance with this Agreement, then each of the Buyer and the Seller may at its sole discretion terminate this Agreement by notice in writing to the other Party.

5. CLOSING

5.1 Closing shall take place on the date which is the later of: (i) fifteen (15) calendar days after the day on which the last Condition is satisfied or waived in accordance with Clause 4 (*Conditionality*), provided that on the Closing Date all Conditions remain satisfied and/or (to the extent permitted under applicable Law) waived, as the case may be; and (ii) such other time and date as the Seller and the Buyer may agree in writing, at the offices of the Notary or any other location as agreed between the Seller and the Buyer (such date, the "**Closing Date**").

5.2 On the Closing Date, at a time to be agreed between the Parties, the Seller and the Buyer shall transfer the Shares and the Shareholder Loans, together with all rights attached thereto, through the execution of the Deed of Transfer, which provides in Section 1.1 of the Deed of Transfer, that the transfer of the title in Shares as well as the Shareholder Loans is conditional upon receipt of the Purchase Price (as adjusted in accordance with Clause 3.3, 3.7 or 6.4, as the case may be) by the Seller. Following notarization of the Deed of Transfer, the Buyer shall wire the Purchase Price (as adjusted in accordance with Clause 3.3, 3.7 or 6.4, as the case may be) free of any charges or other deductions to the bank account designated by the Seller in the Deed of Transfer. On the Closing Date, the Seller shall also provide the Buyer with a termination and settlement agreement entered into between the Seller and all of its Affiliates (except for the Group Companies) on the one side and the respective Group Companies on the other side, in which the Seller and its Affiliates (except for the Group Companies) confirm that any and all relationships between them on the one side and the respective Group Companies on the other side have been terminated and any claims thereunder have been fully settled and are, for the avoidance of doubt, waived, except for the assignment by Seller to Centogene Germany of certain obligations under the engagement letter by and between Seller and MTS Health Partners, L.P. dated 13 September 2022, as amended from time to time. This termination and settlement agreement shall include a list of contracts and arrangements that shall be terminated and shall include a provision that any contracts and arrangements not included in such list shall nevertheless be deemed to have been terminated in accordance with said agreement.

5.3 The Parties instruct the Notary in the Deed of Transfer to amend the shareholder's list of Centogene Germany, sign and send it to the commercial register and to make available a copy of the amended list to Centogene Germany (section 40 para. 2 sentence 1 German Code on Limited Liability Companies, GmbHG) as soon as he has received the Confirmation of Receipt. The certificate pursuant to section 40 para. 2 sentence 2 German Code on Limited Liability Companies is to be attached to the shareholder list.

5.4 The cost and fees of the Notary shall be borne by the Buyer.

6. ORDINARY COURSE OF BUSINESS

6.1 Until Closing and save as agreed to by the Buyer in writing, the Seller shall procure that the Group Companies shall continue to conduct their business in the ordinary course of business and consistent with past practice (without prejudice to the generality of the foregoing) and shall procure that no Group Company shall, except with prior written consent of the Buyer, unless otherwise provided in this Agreement (including, for the avoidance of doubt, in relation to the Pre-Closing Restructuring Measures), between the date of this Agreement and Closing:

6.1.1 make any substantial change in the nature or organisation of its business or discontinue or cease to operate all or a material part of its business;

6.1.2 enter into or amend any agreement the amount or value of which exceeds EUR 100,000 or is for a duration exceeding one year, including the transfer of contracts and liabilities from the Seller or any of its entities to Centogene Germany;

6.1.3 borrow any money in excess of an amount of EUR 150,000;

6.1.4 grant any security over any of its assets;

6.1.5 incur one-off items of capital expenditure in excess of an amount of EUR 50,000 or incur capital expenditure in total in excess of an amount of EUR 150,000;

6.1.6 cancel, terminate or materially modify any insurance policy to the extent the same would materially adversely affect the insurance cover that a Group Company would otherwise have in the period between the date of this Agreement and Closing;

6.1.7 engage, appoint, dismiss or alter the terms and conditions of any employee or contractor with a compensation greater than EUR 80,000 (excluding VAT) per annum;

6.1.8 materially amend the terms and conditions of employment or engagement of any of the employees (except (i) as required under Law, or (ii) as required under any collective bargaining agreement or (iii) in the ordinary course of business and consistent with past practice) (including materially increasing the cost of any benefits payable by more than 5% of the aggregate cost of benefits payable to or in respect of the employees as at the date of this agreement);

6.1.9 change its residence for Tax purposes;

6.1.10 make, enter into, terminate or amend any election, rulings, compromises or other agreements with a Tax Authority or otherwise related to Taxes;

6.1.11 agree to extend or waive any period of adjustment, assessment or collection of Taxes;

6.1.12 file any Tax Return except to the extent such Tax Return is required to be filed before Closing and then only in a manner consistent with past practice of the relevant Group Company;

6.1.13 file any amended Tax Returns;

6.1.14 any adoption of any enterprise agreements within the meaning of sections 291 and 292 German Stock Corporation Act (*Aktiengesetz*) or similar agreements under the laws of other jurisdictions;

6.1.15 any merger, split-off or other company reorganization involving any Group Company within the meaning of and pursuant to the German Reorganization Act (*Umwandlungsgesetz*) or similar provisions under the laws of other jurisdictions;

6.1.16 implement or propose any change or additions to any pensions scheme or grant or create any additional retirement, death, or disability benefit other than as required by the applicable laws or regulations;

6.1.17 make any significant change in its method of Tax, accounting or any audit practices or change its accounting date, other than a change required by Law;

6.1.18 repay, repurchase or withdraw any share capital or make any distributions of profits or reserves or issue any shares or options for shares or profit sharing instruments of Centogene Germany;

6.1.19 enter into any transaction which affects the legal status of any Group Company or amend the articles of association of any Group Company;

6.1.20 settle or enter into any litigation, arbitration or similar proceedings where the amount in dispute exceeds EUR 100,000; or

6.1.21 agree, conditionally or otherwise, to do any of the foregoing.

6.2 The Seller shall not require the consent of the Buyer in accordance with Clause 6.1, if the Seller is required to take any of the actions referred to in Clause 6.1 pursuant to (i) applicable Law or (ii) pursuant to the terms, or in connection with the implementation, of (a) this Agreement (including, for the avoidance of doubt, in relation to the Pre-Closing Restructuring Measures), (b) the Oxford Loan Facility and/or the Oxford Agreements, (c) the Lifera Agreements, (d) the EUR 15,000,000 short-term loan facility agreement to be entered into between Centogene GmbH and Genomics Innovations Company Limited and/or (e) any receivables pledge agreement to be entered into between Centogene GmbH and Genomics Innovations Company Limited pursuant to the short-term loan facility agreement referred to under limb (d), but it will, to the extent permitted under applicable Law, notify the Buyer in advance if it contemplates taking any of the actions referred to in Clause 6.1.

6.3 The Parties agree that in the period from the date of this Agreement until the Closing Date, the Seller shall have a best efforts obligation (*inspanningsverplichting*), subject to the Seller's obligations under the Oxford Loan Facility, to:

6.3.1 without prejudice to Clause 6.1.7, procure that the current members of the board of Centogene Germany shall not resign from their position and/or terminate their engagement with the Group;

6.3.2 ensure that the engagement of each of Francisco de Borja Valor Martínez, Move and Enjoy Consulting Services S.L. and Víctor Tomás Llinares Bernal as consultants to Centogene Germany shall not be terminated;

6.3.3 terminate the consultancy agreement entered into between the Seller and Oliver Wyman (the "**OW Consultancy Agreement**"), such termination subject to the prior approval of Oxford Finance LLC, whereby the Seller shall use its best efforts to procure that as little costs as possible are incurred by the Seller and/or the Group in connection with such termination; *provided that*, if the OW Consultancy Agreement has not been terminated prior to Closing, Seller shall cause the OW Consultancy Agreement to be assigned, with all rights and obligations thereunder and debt discharging effect for the Seller, to Centogene Germany (or to take such other action having the same effect);

6.3.4 without prejudice to Clause 6.1.7, discuss and enter into a new employment or services agreement with the chief restructuring officer ("**CRO**"), which replaces the current agreement between Centogene Germany and the CRO pursuant to which, at minimum, a lower remuneration for the CRO is agreed upon;

6.3.5 transfer the Seller's entire interest in Genomics to Centogene Germany prior to, at, or as soon as permitted under applicable Law after Closing, provided that if such transfer has not occurred prior to or at Closing, (i) the Seller's best efforts obligation to transfer such interest continues to apply and (ii) Buyer shall have a best efforts obligation (*inspanningsverplichting*) to cause Centogene Germany to accept such transfer once such transfer is permitted to be consummated under applicable Law.

6.4 The Seller shall, ultimately two (2) Business Days prior to Closing, notify the Buyer of Seller's cash position (meaning its cash balance minus any overdue liabilities) at Closing. At Closing, any such remaining cash amount shall be deducted from the Purchase Price, provided that as a result of such reduction the Purchase Price shall never be less than EUR 5,521,681.30.

6.5 The Seller agrees with the Buyer to not transfer or assign to Centogene Germany the respective agreements with or liabilities in connection with the arrangements with (i) McManamey & McManamey, (ii) Gleiss Lutz Hootz Hirsch PartmbB Rechtsanwälte Steuerberater and (iii) Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C, or any other agreement or liability.

6.6 Nothing in this Agreement shall restrict the Seller or Centogene Germany from satisfying, and the Seller and Centogene Germany shall continue to satisfy, (i) their contractual obligations, including vis-a-vis their respective employees and officers, in accordance with their terms as they exist on the date of this Agreement, and (ii) the Seller's obligations under its long-term incentive plan, it being understood that with respect to any contractual obligations vis-a-vis any members of the management board, supervisory board or leadership team of the Seller and the Group Companies, any payment shall only be made in respect of those contractual obligations to the extent disclosed to the Buyer in writing or through disclosures in the data room made available by the Seller to the Buyer in connection with the transactions contemplated by this Agreement.

6.7 For the avoidance of doubt, notwithstanding Clause 5.2, if following Closing there appear to be any remaining receivables of the Seller or any of the Seller's Affiliates excluding the Group Companies against any Group Company or Genomics, the Seller herewith sells and, subject to Closing, transfers or, as regards Affiliates, shall procure that the respective Seller's Affiliates shall sell and, subject to Closing, transfer such receivables to the Buyer without any additional consideration becoming due and payable and such receivables shall be deemed to be or have been part of the Impaired Tranche Shareholder Loan sold and transferred to the Buyer, or – upon the Buyer's request – shall be waived. Parties shall discuss in good faith how to restructure these receivables and liabilities (if any) so that they cease to exist in a Tax optimal manner.

6.8 Prior to the date hereof the Seller provided to the Buyer an overview of all agreements and arrangements entered into between Oxford Finance LLC or its Affiliates on the one hand and the Seller or its Affiliates on the other hand, and the Seller shall procure that no amendments shall be made to such agreements and arrangements nor shall any additional or deviating arrangements with Oxford Finance LLC be entered into without the written approval of the Buyer, except as contemplated by the Oxford Agreements.

6.9 In order to ensure the sustainability of the business carried out by the Group Companies in the period up to Closing, the Seller undertakes to perform the obligations and other matters reflected in Schedule 6 (*Post-Signing Undertakings*), starting as soon as possible but in any event within ten (10) calendar days following the date of this Agreement.

6.10 The Seller undertakes to appoint a new Chief Financial Officer of Centogene Germany within two (2) weeks following the date of this Agreement. In this process, subject to limitations under applicable Law, the appointment of Francisco de Borja Valor Martínez shall be considered in good faith as being the Seller's preferred candidate. The appointment of someone other than Francisco de Borja Valor Martínez as the new Chief Financial Officer of Centogene Germany shall require the Buyer's prior written consent, not to be unreasonably withheld, conditioned or delayed.

7. ACCESS RIGHTS

7.1 In the period between the date of this Agreement and Closing the Seller shall:

7.1.1 to the extent reasonably requested by the Buyer procure that the Buyer and its representatives are given reasonable access to the directors and to the books and records of each of the Group Companies at such times during normal business hours on any Business Day on reasonable notice to the Seller; and

7.1.2 provide such information regarding the business and affairs of each of the Group Companies as the Buyer may reasonably require in order to prepare for Closing,

provided that the foregoing shall not unreasonably disturb or interfere with the normal operations of the Group Companies, and in each case to the extent permitted by any applicable Law in force at the time, including any applicable competition Law, and further provided that the Buyer will have no rights under this Clause 7.1 whilst in material breach of this Agreement.

7.2 After the Closing Date, the Buyer shall:

7.2.1 make available, or cause to be made available to the Seller, all information, records or documents which may be reasonably requested by the Seller to fulfil its reporting or filing requirements (including in relation to Tax matters) pertaining to the Group Companies; and

7.2.2 preserve, or cause to be preserved, any information, records or documents pertaining to the Group Companies that are in its possession or under its control until the expiration of all limitation periods under applicable Law.

provided that the foregoing shall not unreasonably disturb or interfere with the normal operations of the Group Companies, and in each case to the extent permitted by any applicable Law in force at the time, including any applicable competition Law.

8. **SELLER'S WARRANTIES**

8.1 The Seller represents and warrants (*garandeert*) to the Buyer that each of the Seller's Warranties is true and accurate and not misleading as at the date of this Agreement and will also be true and accurate and not misleading as at Closing.

8.2 No Seller's Warranty shall be limited by the contents of another Seller's Warranty. Each Seller's Warranty shall be construed as separate and independent.

9. **LIABILITY FOR SELLER'S WARRANTIES**

9.1 In the event of a Breach of any of the Seller's Warranties, the Seller shall pay the Damages suffered or incurred by the Buyer as a result of such Breach to the Buyer in accordance with Schedule 3 (*Limitation of Liability*).

9.2 Except in the event of fraud (*bedrog*), intentional recklessness (*bewuste roekeloosheid*), or wilful misconduct (*opzet*) or gross negligence (*grove nalatigheid*), the liability of the Seller in connection with a breach of one or more of its obligations under this Agreement and any obligation to pay Damages, shall be subject to the limitations contained in, and be subject to the other provisions of Schedule 3 (*Limitation of Liability*).

10. **BUYER'S REPRESENTATIONS AND WARRANTIES**

The Buyer represents and warrants (*garandeert*) to the Seller that, on the date of this Agreement and at the Closing Date, each of the following statements is is true and accurate and not misleading:

10.1.1 it is duly organised and validly incorporated and existing under the laws of the jurisdiction in which it was incorporated;

10.1.2 it has all requisite capacity, power and authority to enter into and perform its obligations under this Agreement;

10.1.3 it is not insolvent and has not been declared bankrupt;

10.1.4 its obligations under this Agreement constitute binding obligations in accordance with its terms;

10.1.5 all payments to be made by the Buyer to the Seller under this Agreement may be made free from any deduction or withholding whatsoever, including in respect of Tax; and

10.1.6 the execution and delivery of, and the performance by it of its obligations under, this Agreement:

(a) will not result in a breach of any provision of its constitutional documents; and

(b) will not result in a breach of any order, judgment or decree of any court or Governmental Authority to which it is a party or by which it is bound.

11. ANNOUNCEMENTS AND CONFIDENTIALITY

11.1 Neither Party shall release a press release concerning this Agreement, the Transaction or any ancillary matter, unless the contents and timing of such press release has been agreed between the Parties separately, unless required by Law (in which case the Buyer and the Seller shall in good faith discuss the contents and timing of the press release or other announcement before it is released, to the extent permitted by applicable Law).

11.2 Each Party shall, and shall procure that each member of the Seller Group or Buyer Group (respectively) shall keep confidential all information provided to it by or on behalf of the other Party or any member of the Seller Group or the Buyer Group (as applicable) or otherwise obtained by them or in connection with this Agreement which relates to the other Party or any member of the Seller Group or the Buyer Group (as applicable).

11.3 Nothing in this Clause 11 prevents disclosure of confidential information by any of the Parties:

11.3.1 to a public announcement, communication or circular required by Law, by a rule of a listing authority or stock exchange to which any Party is subject or submits or by a competent Governmental Authority with relevant powers to which any Party is subject or submits, whether or not the requirement has the force of law provided that the public announcement, communication or circular shall, so far as is practicable, be made after consultation with the other Party and after taking into account the reasonable requirements of the other Party as to its timing, content and manner of making or despatch, provided that the Seller does not require Buyer's consent in connection with the filing of any SEC Documents or any disclosures therein to the extent such filings and/or disclosures are required by applicable Law (including applicable securities laws and regulations) provided, however, that the Buyer will, to the extent practicable and permitted under applicable Law, have the opportunity to review and provide reasonable comments on the SEC Documents (which comments the Seller shall consider); and provided, further, that following the Closing, the Seller may freely make disclosures regarding the Transaction (where such disclosures are consistent with previous press releases, public disclosures or public statements made jointly by the Parties (or individually, if approved by the other Party)), the Liquidation and any matters not directly related to the Transaction;

11.3.2 in legal proceedings to the extent reasonably necessary to exercise its rights under this Agreement;

11.3.3 any of the Parties to the extent that the information is in or comes into the public domain other than as a result of a breach of any undertaking or duty of confidentiality by that Party;

11.3.4 any of the Parties to a Tax Authority to the extent required or reasonably appropriate for the tax affairs of the relevant Party or its Affiliates;

11.3.5 by the Buyer to comply with its fund reporting requirements in the ordinary course of business and consistent with past practice; and

11.3.6 any of the Parties to that Party's professional advisers, auditors and financiers, provided that before any disclosure to any such person the relevant Party shall procure that it is made aware of the terms of this Clause 11 and shall procure that each such person undertakes in writing to adhere to those terms as if it were bound by the provisions of this Clause 11.

12. NOTICES

12.1 All notices, consents, waivers and other communications under this Agreement ("**Notices**") must be in writing in the English language and delivered by hand, email or sent by registered mail or express courier to the appropriate addresses set out below, or to such addresses as a Party may notify to the other Party from time to time. A notice shall be effective upon receipt and shall be deemed to have been received at the time of delivery, if delivered by hand, registered mail or express courier, or at the time of successful transmission, if delivered by email:

12.1.1 if to the Seller:

To:	Centogene N.V.
Attn:	the Management Board and Supervisory Board
Address:	Am Strande 7, 18055 Rostock, Germany
Email:	jan.boysen@centogene.com investor.relations@centgene.com

and in each case with a copy (which shall not constitute formal notice):

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

12.1.2 if to the Buyer:

To:	Charme IV
Attn:	Francisco Churtichaga
Copying:	Asier Sanz Mitchell, Juan Casla
Address:	Calle Serrano 26, 8 izquierda 28001 Madrid (Spain)
Email:	fchurtichaga@charmecapitalpartners.com, amitchell@charmecapitalpartners.com jcasla@charmecapitalpartners.com

with a copy (which shall not constitute formal notice)

To:	Clifford Chance LLP
Ref:	Project Crown
Attn:	Jan-Hendrik Horsmeier, Stephanie Horowitz
Address:	Droogbak 1A, 1013 GE Amsterdam, The Netherlands
Email:	JanHendrik.Horsmeier@cliffordchance.com, Stephanie.Horowitz@CliffordChance.com

13. **TERMINATION**

13.1 Despite the provisions of Clause 4.7, and the Parties agree that the provisions of Clause 11 (*Announcements and Confidentiality*), this Clause 13 (*Termination*), and Clause 14 (*Miscellaneous*) shall survive termination of this Agreement.

13.2 Upon termination of this Agreement pursuant to Clause 3.5 or Clause 4.7, each Party shall return to the other Party all confidential information (including all copies of such information) which has been supplied by such other Party, its representatives or its or shall expect expunge it from its electronic data, subject to compliance with applicable Laws.

13.3 The Parties waive their right under articles 3:44, 6:265 to 6:272 inclusive, 6:228, 6:230 and 6:258 of the DCC to rescind (*ontbinden*), annul (*vernietigen*), make amendment proposals (*wijzigingsvoorstellen*) regarding this Agreement on the ground of error, or demand in legal proceedings the rescission (*ontbinding*), annulment (*vernietiging*) or the amendment of this Agreement, in whole or in part. If a Party has made an error (*heeft gedwaald*) in relation to this Agreement, it shall bear the risk of that error.

14. **MISCELLANEOUS**

14.1 **Further action**

If, at any time after the Closing, any further action is necessary or desirable in order to implement this Agreement, each Party shall at its own cost execute and deliver any further documents and take all such necessary action as may reasonably be requested by the other Party.

14.2 **Legal effect**

This Agreement does not have any legal effect until each Party has validly signed this Agreement.

14.3 **Invalidity**

The Parties acknowledge the reasonableness of the provisions of this Agreement. If any provision of this Agreement is or becomes void, invalid, non-binding or in contravention of law or regulation by a competent court or authority, (in each case either in whole or in part), such void, invalid, non-binding or contravening provision will not form part of this Agreement but the remainder of this Agreement shall not be affected to the extent that, given this Agreement's substance and purpose, such remainder is not inextricably related to the void, invalid, non-binding or contravening provision. The Parties shall use reasonable best efforts to agree on a replacement provision that is legal, valid and enforceable and the legal effect of which, given the substance and purpose of this Agreement, is, to the greatest extent possible, similar to that of the void, invalid, non-binding or contravening provision.

14.4 **Amendments**

Any amendment of this Agreement is valid only if it is in writing and signed by each of the Parties.

14.5 **No withholding**

14.5.1 Unless stated otherwise in this Agreement, all payments made by a Party under this Agreement shall be made gross, free of any right of counterclaim or set-off and without deduction or withholding of any kind other than any deduction or withholding required by applicable Law.

14.5.2 Notwithstanding Clause 14.5.4 which shall prevail over this Clause 14.5.2, If a Party makes a deduction or withholding required by applicable Law from a payment due under this Agreement, the sum due shall be increased to the extent necessary to ensure that, after the making of any deduction or withholding, the other Party receives a sum equal to the sum it would have received had no deduction or withholding been made. The Parties agree to make commercially reasonable efforts to cooperate to eliminate or reduce any such deduction or withholding. If a Party makes any increased payment (gross-up) on account of any withholding tax hereunder and the other Party obtains a credit against, relief or remission for, payment of or repayment of, or on account of, of any Tax which relates to the corresponding withholding Tax which was the basis for the increased payment (gross-up), the other Party shall pay an amount to the Party (that made the gross up) which will leave the other Party (after such payment) in the same after-Tax position as it would have been in had the increased payment (gross-up) not been made by the Party (that made the gross up).

14.5.3 The Parties agree to make commercially reasonable efforts to cooperate to eliminate or reduce any such deduction or withholding. If a Party makes any increased payment (gross-up) on account of any withholding Tax hereunder and the other Party obtains a credit against, relief or remission for, payment of or repayment of, or on account of, of any Tax which relates to the corresponding withholding Tax which was the basis for the increased payment (gross-up), the other Party shall pay an amount to the Party (that made the gross up) which will leave the other Party (after such payment) in the same after-Tax position as it would have been in had the increased payment (gross-up) not been made by the Party (that made the gross up).

14.5.4 If and to the extent a deduction or withholding is required by applicable Law (or a respective order from a Tax Authority) from any payment of the Buyer to the Seller (or on account of the Seller to any other Party) hereunder and such is to be made due to any withholding Tax being applicable on account of any capital gain or other taxable income of any Seller (e.g. under sec. 50a German Income Tax Act (*Einkommensteuergesetz*)), the Buyer shall not be obliged to gross up any payment in this respect and the Buyer's deduction and forwarding of the relevant amounts of withholding tax to the competent Tax Authorities shall have a discharging effect for the relevant payment obligation.

14.6 **Costs; No Forfeit of Rights; No Implied Waiver**

14.6.1 Unless this Agreement provides otherwise, all costs and Taxes that a Party has incurred or will incur in preparing, concluding or performing this Agreement are for its own account.

14.6.2 Where a Party does not exercise any right under this Agreement (which shall include the granting by a Party to the other Party of an extension of time in which to perform its obligations under any provision hereof), this shall not be deemed to constitute a forfeit of any such rights (*rechtsverwerking*) or otherwise prejudice or restrict any such rights. The rights of each Party under this Agreement may be exercised as often as necessary and are cumulative and not exclusive of rights and remedies provided by law.

14.6.3 Any waiver under this Agreement must be given specifically by notice to that effect.

14.7 **Entire Agreement**

This Agreement and any document referred to in this Agreement constitute the entire agreement and supersede and replace any previous oral or written agreements, arrangements, understandings, undertakings, representations and warranties of any nature whatsoever between the Parties relating to the subject matter of this Agreement. No Party shall have any right or remedy against any other Party arising out of or in connection with any such earlier agreements unless stated otherwise in this Agreement.

14.8 **Counterparts**

This Agreement may be executed in any number of counterparts, all of which taken together will constitute one and the same agreement. This has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

14.9 **Electronic signature**

This Agreement may be signed by way of electronic signature and this has the same effect as if signed by handwritten signature.

14.10 **No assignment**

No Party may fully or partly assign or encumber its rights and obligations under this Agreement or transfer any of the obligations under this Agreement or any interest therein (including by means of statutory merger or demerger) without the other Party's prior written consent and without this consent, no assignment, encumbrance or transfer is effected, except that the Buyer may fully or partly assign or transfer, or purport to assign or transfer all rights and obligations under this Agreement without the prior consent of the Seller to any of its Affiliates.

14.11 **No Third Party Stipulations**

Nothing in this Agreement, express or implied, is intended to confer upon any person other than the Parties any rights under, or by reason of, this Agreement.

14.12 **Applicable law and jurisdiction**

14.12.1 This Agreement and any non-contractual obligation or other matter arising out of or in connection with it shall be governed by and construed in accordance with and subject to the laws of the Netherlands.

14.12.2 Any dispute arising out of or in connection with this Agreement is to be submitted to the exclusive jurisdiction of the competent court in Amsterdam, The Netherlands. For the purpose of this Agreement, including for the serving of any litigation documents in connection with this Agreement, the Parties elect to have their domiciles at the addresses referred to in the heading of this Agreement.

[*Signature page to follow*]

IN WITNESS WHEREOF this Agreement has been signed on the date first written above

On behalf of **Centogene N.V.**

/s/ K.N. Stratton
Name: K.N. Stratton
Title: CEO

On behalf of **Charme IV**

/s/ Francisco Churtichaga
Name: Francisco Churtichaga
Title: Proxy Holder

SCHEDULE 1
DEFINITIONS AND INTERPRETATION

1. **Definitions**

In this Agreement, including the Recitals, the following words and expressions shall have the following meanings:

"**Affiliate**"	means the ultimate parent of a Party and any and all persons with respect to which now or hereafter the ultimate parent of a Party, directly or indirectly, holds more than 50% (fifty per cent) of the nominal value of the share capital issued, or more than 50% (fifty per cent) of the voting power at general meetings, or has the power to appoint and to dismiss a majority of the directors or otherwise to direct the activities of such Person;
"**Agreement**"	means this agreement relating to the sale and purchase of the Shares, including all the Recitals and Schedules thereto;
"**Amendment and Restatement Agreement Lifera CLA**"	means the amendment and restatement agreement regarding the Convertible Loan Agreement entered into on or about the date hereof between the Seller, the Buyer and Pharmaceutical Investment Company;
"**AO**"	means the German General Tax Code (*Abgabenordnung*)
"**Breach**"	means any of the Seller's Warranties not being true, accurate and not misleading;
"**Business Day**"	means a day (excluding Saturdays and Sundays) on which banks are open for general non-automated business in the Netherlands, Germany, the United States of America, Spain and/or the Kingdom of Saudi Arabia;

"**Buyer**"	has the meaning given to it in the heading of this Agreement;
"**Buyer Group**"	means the Buyer and each of the Buyer's Affiliates from time to time, including each Group Company after Closing;
"**Cash Purchase Price**"	has the meaning given in Clause 3.1;
"**Centogene Germany**"	has the meaning given thereto in the introduction of this Agreement;
"**Closing**"	means the transfer of the Shares pursuant to the Deed of Transfer;
"**Closing Date**"	means the date on which the Closing takes place as determined in accordance with Clause 5 (*Closing*);
"**CMGO**"	means the Seller's Chief Medical and Genomic Officer;
"**Competition Condition**"	has the meaning given in Clause 4.1.1;
"**Competition Law**"	has the meaning given in Clause 4.1.1;
"**Conditions**"	means the conditions precedent (*opschortende voorwaarden*) set out in Clause 4 (*Conditionality*);
"**Confirmation of Receipt**"	has the meaning given in Clause 3.4;
"**Convertible Loan Agreement**"	means the convertible loan agreement entered into between Pharmaceutical Investment Company and the Seller dated 26 October 2023;
"**CRO**"	has the meaning given in Clause 6.3.4;

"**Damages**"	means damages of the Buyer to be determined in accordance with title 1, section 10 of book 6 of the DCC, but excluding any loss of profit, loss of goodwill, indirect or consequential damages and contingent liabilities;
"**DCC**"	means the Dutch Civil Code (*Burgerlijk Wetboek*);
"**Deed of Transfer**"	means (i) the notarial deed of transfer of the Shares to be recorded before the Notary attached hereto in draft form as Schedule 4 (*Sample Share Transfer Deed*) and (ii) a deed of assignment with respect to the transfer of the Shareholder Loans in a form to be agreed between the Buyer and the Seller in the period between the date hereof and Closing;
"**DPA**"	means Section 721 of the Defense Production Act of 1950, as amended, and the rules and regulations issued and effective thereunder, including without limitation 31 CFR Parts 800-802;
"**EGM**"	has the meaning given in Recital (C);
"**EGM Condition**"	has the meaning given in Clause 4.1.3;
"**EGM Resolutions**"	means (i) approval of the Transaction under Article 2:107a DCC, (ii) dissolution of the Seller and (iii) the appointment of Seller's liquidator and the custodian of its books and records in connection with the Liquidation;
"**Excess Liquidation Cash**"	has the meaning set out in Clause 3.8;
"**GAC**"	has the meaning given in Clause 4.1.1;
"**Genomics**"	has the meaning set out in Recital (D)

"**Governmental Authority**"	means any supranational, national, provincial, municipal or other governmental authority, administrative body or federal, state or local court of a relevant jurisdiction (including any subdivision thereof);
"**Governmental Order**"	means any order, writ, judgment, injunction, decree, declaration, stipulation, determination or award entered by or with any Governmental Authority;
"**Group Company**"	means Centogene Germany and any of its direct or indirect subsidiary undertakings, which as per the date of this Agreement are (i) Centogene FZ-LLC, (ii) Centogene US, LLC, (iii) Centogene India Pvt. Ltd. and (iv) Centogene d.o.o. Beograd, and "**Group Companies**" means all of them;
"**Impaired Tranche Shareholder Loan**"	means a second tranche of the Shareholder Loans at Closing, which shall rank behind the Value Tranche Shareholder Loan, corresponding to the amount of any outstanding amount under the Shareholder Loans at Closing not comprised by the Value Tranche Shareholder Loan at Closing;
"**Insolvency Condition**"	has the meaning given in Clause 4.1.5;
"**Law**"	means, in relation to any Person, any and all laws, common law, statutes, secondary legislation, directives, regulations, resolutions, statutory guidance and codes of practice, civil, criminal or administrative law, notices, judgments, decrees, orders or rulings from any Governmental Authority, in each case having the force of law, including any anti-bribery laws, anti-corruption laws, anti-money laundering laws and export control laws, in each case, as applicable to such Person;

"**Lifera Agreements**"	means the Lifera JV Novation Agreement, the Amendment and Restatement Agreement Lifera CLA and the Lifera Topco SHA, in each case in the forms agreed between the respective parties thereto, with such agreed forms having also been exchanged between the Parties prior to the execution of this Agreement;
"**Lifera JV Novation Agreement**"	has the meaning given in Recital (D);
"**Lifera Topco SHA**"	has the meaning given in Recital (D);
"**Liquidation**"	has the meaning given in Recital (B);
"**Long Stop Date**"	has the meaning given in Clause 4.1;
"**Minimum Cash Level**"	has the meaning given in Clause 3.2;
"**Net Cash Position**"	has the meaning set out in Clause 3.2;
"**Non-Cash Purchase Price**"	has the meaning given in Clause 3.1;
"**Notary**"	means the German law notary to be engaged by the Buyer after consultation with the Seller;
"**Notice of Disagreement**"	has the meaning given in Clause 3.4;
"**Notices**"	has the meaning given in Clause 12.1;
"**Oxford Agreements**"	has the meaning given in Recital (C);
"**Oxford Condition**"	has the meaning given in Clause 4.1.4;
"**Party**" or "**Parties**"	has the meaning given in the heading of this Agreement;

"**Person**"	means an individual, a company or corporation, a partnership, a limited liability company, a trust, an association, a foundation or other legal entity or unincorporated organisation, including any Governmental Authority, whether or not having separate legal personality and wherever incorporated or registered;
"**Pre-Closing Restructuring Condition**"	has the meaning given to it in Clause 4.1.6;
"**Pre-Closing Restructuring Measures**"	means the restructuring measures to be taken by the Seller and the relevant Group Companies between the date of this Agreement and Closing as agreed between the Seller and the Buyer on the date hereof, provided that the Buyer and the Seller shall discuss in good faith any required amendments thereto or amendments thereto that are designed to optimize such restructuring measures from a Tax perspective;
"**Purchase Price**"	has the meaning given in Clause 3.1;
"**SEC Documents**"	means any reports, schedules, forms, statements and other documents (including exhibits and all other information incorporated therein) required to be filed or furnished by the Seller with the U.S. Securities and Exchange Commission;
"**Seller**"	has the meaning given to it in the heading of this Agreement;
"**Seller Group**"	means the Seller and each of its Affiliates from time to time but excluding, for the avoidance of doubt, the Group Companies after Closing;

"**Seller's Warranties**"	means the representations and the warranties made by the Seller to the Buyer as set out in Schedule 2 (*Seller's Warranties*);
"**Shares**"	has the meaning given in Recital (A);
"**Shareholder Loans**"	means: - the intercompany loan receivable with principal amount as at September 30, 2024, of EUR 64,864,799 owed by Centogene Germany to Seller; - the intercompany receivable with principal amount as at September 30, 2024, of EUR 41,857,043 owed by Centogene Germany to Seller in relation to the Seller Group's cash pooling arrangement; - the intercompany loan receivable with principal amount as at September 30, 2024, of EUR 9,695,652 owed by Centogene US, LLC to Seller; - the intercompany receivable with principal amount as at September 30, 2024, of EUR 8,217,073 owed by Centogene Switzerland AG to Centogene Germany in relation to the Seller Group's cash pooling arrangement; - the intercompany receivable with principal amount as at September 30, 2024, of EUR 8,056,408 owed by Centogene Germany to Centogene Switzerland AG in relation to the Seller Group's cash pooling arrangement, all as adjusted in accordance with the Pre-Closing Restructuring Measures;;

"**Tax**" and "**Taxation**"	means any form of taxation and any levy of any country or jurisdiction (including any taxes within the meaning of Section 3 AO), duty, charge, contribution, withholding or impost in the nature of taxation imposed by, or payable to, a Tax Authority (regardless of whether such taxes are directly or primarily chargeable against or attributable to the relevant person or any other person or as a secondary liability only and regardless of whether the relevant person has, or may have, any right of reimbursement against any other person), including any fine, penalty, surcharge, interest or costs payable in connection therewith (including any ancillary tax charges referred to in Section 3 para 4 AO);
"**Tax Authority**"	means any government, state or municipality or any local, state, federal or other fiscal, revenue, customs or excise authority, body or official anywhere in the world, authorised to levy Tax or responsible for the administration and/or collection of Tax or enforcements of any Law in relation to Taxation;
"**Tax Return**"	means any return, declaration, report or information return relating to Taxes, including any schedule or attachments thereto, and including any amendment thereof;

"**Third Party Rights**"	means any pledge, charge, mortgage, security interest, attachment, right of usufruct, arrangement concerning depository receipts, claim, option, right of pre-emption, lien, leasehold interest, tenancy, covenant, restriction on voting or transfer or other encumbrance of any nature (including any other third party rights, interests or other type of preferential arrangement having a similar effect), save for any statutory third party rights reflected in the respective articles of association or other organisational documents of the relevant Group Companies;
"**Total Consideration**"	has the meaning given in Clause 3.1;
"**Transaction**"	has the meaning given in Recital (B); and
"**Value Tranche Shareholder Loan**"	means a tranche of the Shareholder Loans at Closing corresponding to the amount of the Total Consideration minus EUR 2, but not more than the total outstanding amount of the Shareholder Loans at Closing.

2. **Interpretation**

2.1 In this Agreement, save where the context otherwise requires:

2.1.1 references to a "**Clause**", "**sub-clause**", "**paragraph**", "**sub-paragraph**", "**recital**", and "**Schedule**" is to a Clause, sub-clause, paragraph, sub-paragraph, recital and Schedule to, this Agreement;

2.1.2 a reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted and includes any subordinate legislation made from time to time under that statute or statutory provision;

2.1.3 headings to Clauses and Schedules are for convenience only and do not affect the interpretation of this Agreement;

2.1.4 the recitals form part of this Agreement and do affect the interpretation of this Agreement;

2.1.5 the Schedules and the attachments form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include the Schedules;

2.1.6 references to this Agreement, or to any other document, or to any specified provision of this Agreement, or any other document, are to this Agreement, that document or that provision as in force for the time being, as amended, modified, supplemented, varied, assigned or novated, from time to time;

2.1.7 references to a "**company**" shall be construed so as to include any company, corporation or other legal entity, wherever and however incorporated or established;

2.1.8 references to a "**person**" shall be construed so as to include any individual, firm, company, government, state or agency of a state or any joint venture, association or partnership (whether or not having separate legal personality) and includes a reference to that person's legal personal representatives, successors, permitted assigns and permitted nominees in any jurisdiction and whether or not having separate legal personality;

2.1.9 an action taken by a person will be deemed to have been taken in the "**ordinary course of business**" only if such action is taken in the ordinary course of the day-to-day operations of such person;

2.1.10 words importing singular include the plural and *vice versa*, words importing a gender include every gender;

2.1.11 references to writing shall include any modes of reproducing words in a legible and non-transitory form;

2.1.12 references to "**Euros**" or to "**€**" shall be construed as references to the lawful currency for the time being of the European Union;

2.1.13 references to times of the day are to Central European Time (CET) or Central European Summer Time (CEST) (as applicable);

2.1.14 any reference to books, records or accounts means books, records or accounts in any form including paper, electronically stored data, magnetic media, film and microfilm;

2.1.15 references to any English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any other legal concept shall, in respect of any jurisdiction other than England, be deemed to include the legal concept which most nearly approximates in that jurisdiction to the English legal term;

2.1.16 general words shall not be given a restrictive meaning by reason of their being preceded or followed by words indicating a particular class of acts, matters or things;

2.1.17 a document expressed to be in the "agreed form" is a reference to a document in the form approved, and for the purposes of identification initialled, by or on behalf of each Party;

2.1.18 a company is a "**subsidiary**" of another company, its "parent" company, if that other company:

(a) holds a majority of the voting rights in it; or

(b) has the right, either alone or pursuant to an agreement with other shareholders or members, to appoint or remove a majority of its management board or its supervisory board (if any); or

(c) is a shareholder or member of it and controls alone or together with other persons, pursuant to an agreement with other shareholders or members, a majority of the voting rights in it; or

(d) if it is a subsidiary of a company which is itself a subsidiary of that other company;

2.1.19 a reference to "calendar month" means a period from a specified day in one month to the day numerically corresponding to that day in the following month, less one;

2.1.20 a reference to "reasonable efforts" means all reasonable efforts including voting shares and exercising all voting rights and exercising all other lawful rights and powers of control, to achieve an outcome which the relevant Party would employ if it for itself wished to procure a certain outcome; and

2.1.21 a reference to "representation" means an assurance, commitment, condition, covenant, guarantee, indemnity, representation, statement, undertaking or warranty of any sort whatsoever (whether contractual or otherwise, oral or in writing, or made negligently or otherwise).

SCHEDULE 2
SELLER'S WARRANTIES

Title and capacity warranties

1.1 The Seller is duly organised and validly incorporated and existing under the laws of the jurisdiction in which it was incorporated.

1.2 The Seller is the legal and beneficial owner of the Shares and the Shareholder Loans.

1.3 The Seller has the full power and authority to enter into and perform this Agreement and any other documents to be executed by such Seller pursuant to or in connection with this Agreement, each of which, when executed, will constitute valid and binding obligations on the Seller, enforceable in accordance with its terms.

1.4 The Seller has taken or will have taken by the Closing Date all corporate action required by the Seller to authorise it to perform in accordance with this Agreement and any other documents to be executed by it pursuant to or in connection with this Agreement.

1.5 The execution and performance by the Seller of this Agreement and the consummation of the Transaction in accordance with this Agreement do not and will not (i) violate any provision of the charter, articles of association or other organisational documents of the Seller or (ii) violate or result in a breach of or constitute a default by the Seller under any applicable Law.

1.6 No consent, approval, waiver or authorisation is required to be obtained by the Seller, from, and no notice or filing is required to be given by the Seller to or made by either Seller with any Governmental Authority in connection with the execution and performance by the Seller of this Agreement, other than in all cases where the failure to obtain a consent, approval, waiver or authorisation, or to give or make a notice of filing would not, individually or in the aggregate, be reasonably expected to materially impair or delay that Seller's ability to perform its obligations hereunder.

1.7 The Seller is not involved in any legal proceedings in relation to any compromise or arrangement with creditors or any winding up, bankruptcy or other insolvency proceedings concerning the Seller.

Warranties regarding Centogene Germany and the Group Companies

1.8 Centogene Germany is duly organised and validly incorporated and existing under the laws of the jurisdiction in which it was incorporated.

1.9 The Shares comprise the whole issued and outstanding share capital of Centogene Germany.

1.10 The shares in the capital of each Group Company have been duly issued, placed and fully paid-up. The shares in the capital of the Group Companies are free from Third Party Rights. None of the Group Companies has granted any rights to any person to subscribe for shares in its capital.

1.11 No person other than a Group Company has the right, or has claimed to have the right, (whether exercisable now or in the future and whether contingent or not) to call for the conversion, issue, registration, sale or transfer, amortisation or repayment of any share capital or any other security giving rise to a right over, or an interest in, the capital of any Group Company under any option, agreement or other arrangement (including conversion rights and rights of pre-emption).

1.12 There are no proceedings in relation to any compromise or arrangement with creditors or any winding up, bankruptcy or other insolvency proceedings concerning Centogene Germany or any Group Company, and no events have occurred which, under applicable Law, would justify such proceedings.

1.13 The transfer of the Shares does not result in any obligations of the Seller, Centogene Germany or any Group Company falling due prematurely.

1.14 No amendments to the articles of association of Centogene Germany (dated 5 March 2020 and published with the commercial register) have been resolved that have not yet been registered in the commercial register.

SCHEDULE 3
LIMITATION OF LIABILITY

1. **Monetary and time limit**

The maximum aggregate liability of the Seller for a Breach shall be an amount equal to EUR 2,760,840.65. The liability of the Seller in respect of a Breach shall end on the date which is two (2) months following Closing.

2. **Exclusions**

The Seller shall have no liability towards the Buyer for a Breach if and to the extent:

2.1.1 a Breach is capable of remedy and, after written notice of such Breach is delivered by the Buyer as contemplated in Clause 12 (*Notices*), is remedied within a reasonable period (not to exceed twenty (20) days) after the date on which such notice is received by the Seller; or

2.1.2 if would not have arisen but for a change in legislation or regulations after the date of this Agreement.

3. **Notice of Claims and Time Limits**

The Seller shall not be liable in respect of a claim under the Seller's Warranties unless and until notice in writing of such claim is received by the Seller from the Buyer as soon as reasonably practicable (but in any event within sixty (60) Business Days and no later than two (2) months following Closing) of the Buyer becoming aware of facts and circumstances which have led to a claim, provided that failure to give such timely notice will not affect the Buyer's right to make the claim, except to the extent such failure is detrimental to the Seller.

4. **Mitigation**

Nothing in this Agreement shall limit the Buyer's general obligations under applicable Law to prevent and mitigate.

5. **Double Recovery**

The Buyer shall not be entitled to recover from the Seller more than once for the same matter.

6. **No limitation of liability**

Nothing in this Agreement shall limit the liability of the Seller in the event of fraud (*bedrog*), intentional misrepresentation, wilful misconduct (*opzet*), or gross negligence (*grove nalatigheid*) on the part of the Seller or its Affiliates.

SCHEDULE 4
SAMPLE SHARE TRANSFER DEED

SCHEDULE 5
COSTS

SCHEDULE 6
POST-SIGNING UNDERTAKINGS

SCHEDULE 7
AGREED FORM OF AMENDED AND RESTATED OXFORD LOAN FACILITY

Exhibit 99.2

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IRREVOCABLE UNDERTAKING

This **IRREVOCABLE UNDERTAKING** (the "**Agreement**") is entered into on November [●], 2024 between:

1. **[*name*]**, a legal entity under the laws of [***jurisdiction***] (the "**Shareholder**");

2. **Centogene N.V.**, a public company under the laws of the Netherlands (the "**Company**" and, together with the Shareholder, the "**Parties**" and each of them a "**Party**").

WHEREAS

A. On [the date hereof], the Company intends to enter into a share purchase agreement (the "**SPA**") with Charme IV, an Italian Fund represented by Charme Capital Partners Limited, ("**BidCo**") for the acquisition by BidCo (or an Affiliate (as defined below) of BidCo) from the Company of 100% of the shares in the capital of Centogene GmbH (the "**Envisaged Transaction**").

B. Upon the consummation of the Envisaged Transaction, the Company is envisaged to be dissolved and enter into liquidation (the "**Liquidation**").

C. The Envisaged Transaction requires the approval of the general meeting (*algemene vergadering*) of the Company (the "**General Meeting**") pursuant to article 2:107a of the Dutch Civil Code (the "**DCC**") and article 17.10 of the Company's articles of association (the "**Articles of Association**").

D. The dissolution of the Company and the appointment of a liquidator and custodian of the Company's books and records require resolutions of the General Meeting pursuant to article 2:19 paragraph 1 under a of the DCC and article 35.1 of the Articles of Association.

E. The Shareholder holds [***number***] ordinary shares in the capital of the Company (the "**Current Shareholding**" and, together with any other ordinary shares in the capital of the directly or indirectly held by the Shareholder on the record date for the EGM (as defined below), the "**Subject Shares**").

F. The Shareholder has determined that it fully supports the Envisaged Transaction and undertakes to exercise and cast its voting rights attached to the Subject Shares in favour of the resolutions (i) to approve the Envisaged Transaction, (ii) to dissolve the Company, (iii) to appoint the Company's liquidator and custodian of the Company's books and records, (iv) to release the Company's managing directors from liability for the exercise of their duties and (iv) to release the Company's supervisory directors from liability for the exercise of their duties (collectively, the "**Resolutions**") at the extraordinary General Meeting to be held as soon as possible after the execution of this Agreement (the "**EGM**").

G. For the purpose of this Agreement, "**Affiliate**" means the ultimate parent of a Party and any and all persons with respect to which now or hereafter the ultimate parent of a Party, directly or indirectly, holds more than 50% (fifty per cent) of the nominal value of the share capital issued, or more than 50% (fifty per cent) of the voting power at general meetings, or has the power to appoint and to dismiss a majority of the directors or otherwise to direct the activities of such Party.

THE PARTIES NOW HEREBY AGREE AS FOLLOWS

1. The Shareholder irrevocably undertakes to and agrees with the Company to exercise and cast its voting rights attached to all Subject Shares (i) in favour of the Resolutions at the EGM and (ii) against any voting item that is aimed at or reasonably expected to delay, prevent or impede the implementation or consummation of the Envisaged Transaction and/or the Liquidation in whole or in part.

2. The Shareholder irrevocably undertakes to and agrees with the Company not to offer, sell, transfer, charge, pledge or grant any option over or otherwise dispose of any of the Subject Shares or any securities convertible into or exercisable or exchangeable for shares in the Company or enter into any financial arrangement having a similar effect until after the record date for the EGM.

3. Clauses 1, 2, 4 and 5 are irrevocable third-party stipulations for no consideration (*onherroepelijk derdenbedingen om niet*) for the benefit of BidCo, which may be assigned by BidCo to any of its Affiliates.

4. The Shareholder agrees not to (and shall procure that its Affiliates shall not) make, commence, continue, join or otherwise support any claim or proceeding against the Company, any of its Affiliates or any of the Company's or any of its Affiliates' current or former directors, officers, employees or advisers (including Affiliates of advisers) nor against BidCo and any of its Affiliates relating to (i) the negotiation or signing of this Agreement or the SPA, (ii) discovery of communications or other documents or data relating to the Envisaged Transaction (including the negotiations of the SPA) or (iii) the consummation or implementation of the Envisaged Transaction, the Liquidation or any other transaction contemplated by the SPA, including any claim or proceeding (a) challenging the validity of, or seeking to prohibit or enjoin the operation or implementation of, any provision of this Agreement (which, for the avoidance of doubt, does not prevent the Shareholder from seeking enforcement of any provision of this Agreement) or the SPA, (b) challenging or seeking to prohibit or enjoin the EGM, the voting or decision-making on any items on the agenda of the EGM or the exercise of voting rights (or counting of votes cast) by any shareholder of the Company in respect of any of the items on the agenda of the EGM, (c) alleging a breach of any fiduciary or other duty of the Company's management board and/or supervisory board in connection with the Envisaged Transaction, or (d) regarding public disclosure to the Company's shareholders in connection with the Envisaged Transaction.

5. The Shareholder agrees not to (and shall procure that its Affiliates shall not) make, commence, continue, join or otherwise support any claim or proceeding against MTS Health Partners, L.P., any of its Affiliates or its and their respective partners, directors, officers, members, employees, consultants, representatives and agents, and successors and assigns of the foregoing persons, or any other person, if such could, directly or indirectly, result in indemnification by the Company or Centogene GmbH under the indemnification obligations of the Company (and, following assignment of such obligations to Centogene GmbH, the indemnification obligations of Centogene GmbH) set forth in Section 8 and Annex A of that certain Engagement Letter, dated as of September 13, 2022, by and between the Company and MTS Health Partners, L.P., as amended by Amendment #1 thereto, dated May 17, 2023 and Amendment #2 thereto, dated October 7, 2024.

6. The Shareholder warrants and represents to the Company that on the date of this Agreement (i) it has all necessary power and authority to enter into this Agreement and perform its obligations hereunder, (ii) the Subject Shares are free from any encumbrance (except for customary custodian liens or prime broker charge) and not subject to any agreement regarding transfer, disposal and/or encumbrance of any such Subject Shares, (iii) it has full legal and beneficial ownership of the Subject Shares and (iv) it has or will have all relevant power to cause the relevant Subject Shares to be voted in accordance with this Agreement.

7. This Agreement shall automatically terminate with immediate effect upon the SPA being terminated in accordance with its terms.

8. This Agreement contains the entire agreement between the Parties in respect of the subject matters contained herein and supersedes all previous agreements, whether oral or in writing, between the Parties relating to such subject matters. All amendments or supplements to this Agreement must be in writing and signed by each Party. Each Party shall pay its own costs and expenses incurred in the preparation and execution of this Agreement. The Parties hereby waive any right to rescind or demand in legal proceedings the rescission of this Agreement in whole or in part. If a Party has made an error in relation to this Agreement, it shall bear the risk thereof. To the extent permitted by law each Party hereby waives its rights under articles 6:228 and 6:230 of the DCC to nullify (*vernietigen*) on the grounds of error (*dwaling*), or demand in legal proceedings the nullification (*vernietiging*) or amendment (*wijziging*) of this Agreement. The Shareholder agrees that any future announcements made by the Company in respect of the Envisaged Transaction may include a reference to this Agreement and its contents.

9. This Agreement is governed by, and shall be construed in accordance with, the laws of the Netherlands. Any dispute arising out of or in connection with this Agreement, whether contractual or non-contractual, shall be exclusively submitted to the jurisdiction of the competent court in Amsterdam, the Netherlands.

(signature page follows)

Signature page to an irrevocable undertaking

[Shareholder], represented by:

Name:
Title:

Centogene N.V., represented by:

Name:
Title:

Exhibit 99.3

Execution Version

DATED 12 November 2024

GENOMICS INNOVATIONS COMPANY LIMITED
as Lender

and

CENTOGENE GMBH
as Borrower

SHORT TERM LOAN FACILITY AGREEMENT

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

Execution Version of the Short Term Loan Facility Agreement between Genomics Innovations Company Limited and Centogene GMBH

THIS SHORT TERM LOAN FACILITY AGREEMENT (this "**Agreement**") is dated 12 November 2024 ("**Effective Date**") and is made by and between:

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

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

WHEREAS:

The Lender has agreed to advance a short term loan facility to the Borrower to facilitate the cash-flow needs of the business of the Borrower on and subject to the terms of this Agreement.

IT IS HEREBY AGREED:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement unless otherwise defined in this Agreement or unless the context otherwise requires, terms used shall have the following meaning:

"**Advance**" means an advance each equal to the amount made or to be made available to the Borrower on each Disbursement Date pursuant to Clause 4 and in the values set out under Schedule 1 (*Disbursement Schedule*), and each reference to an advance amount shall mean the relevant advance as further described under Schedule 1 (*Disbursement Schedule*).

"**Advance Date**" means the date of a proposed drawing or the first day of an Interest Period, as appropriate.

"**Availability Period**" means the period from the Effective Date until the Long Stop Date.

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

"**CCP**" means Charme IV, an Italian Fund represented by Charme Capital Partners Limited, registered in England and Wales, 09487131, registered office at 7th Floor, 3 St James's Square, London, SW1Y 4JU, United Kingdom.

"**CCP SPA**" means the share purchase agreement entered into between CCP and NV, on or around the Effective Date, in connection with the acquisition of the entire issued share capital of the Borrower.

"**CCP's SPA's Conditions**" has the meaning given to it under the CCP SPA, and excluding any required antitrust approval by the General Authority for Competition in the Kingdom.

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

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

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

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

"**Commercial Agreements**" means the Consultancy Agreement, the Laboratory Services Agreement and the Technology Transfer and Intellectual Property License Agreement, each as amended.

"**Consultancy Agreement**" means the Consultancy Agreement dated 27 November 2023, as amended by Variation Agreement No.1 dated 12 May 2024 and Variation Agreement No. 2 dated on or around the Effective Date and executed between the Lender and NV, as novated to the Borrower on or about the date hereof.

"**Convertible Loan Documentation**" means (i) the Amendment and Restatement Agreement Relating to the Loan Agreement dated 26 October 2023 and (ii) the Subordination Agreement amendment between the Lender and Oxford Finance LLC.

"**Default**" means any event or circumstance which with the giving of notice or the lapse of time or the satisfaction of any other conditions (or any combination thereof) would constitute an Event of Default.

"**Disbursement Date**" means the corresponding Disbursement Date for each Advance as further set out under Schedule 1 (*Disbursement Schedule*) during the Availability Period, in each case subject to satisfaction or waiver of the relevant conditions set out in Clause 3.1 or 4.2 as the case may be, or, in each case, such other date agreed by the Parties.

"**Dispute**" has the meaning given to it in Clause 22.1.

"**Disputing Parties**" has the meaning given to it in Clause 22.1.

"**Encumbrance**" means any mortgage, charge (whether fixed or floating), pledge, lien, deed of trust, hypothecation, security interest or other encumbrance of any kind securing any obligation of any person.

"**Event of Default**" means any of the events or circumstances set out in Clause 11.

"**Facility**" means the short term loan facility in the maximum principal amount of Fifteen Million Euros (€15,000,000) being made available to the Borrower in accordance with the terms and conditions of this Agreement.

"**First Advance**" means the First Advance as described in Schedule 1 (*Disbursement Schedule*).

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

"**Interest**" means a PIK Interest in the rate of eight percent (8%) applicable to an Advance for each relevant Interest Period.

"**Interest Period**" has the meaning given to it in Clause 6.1.

"**Laboratory Services Agreement**" means the Laboratory Services Agreement dated 27 November 2023 and executed between the Lender and NV, as novated to the Borrower on or about the date hereof.

"**Loan**" means the total amount of all Advances from time to time outstanding under this Agreement.

"Long Stop Date" means the long stop date as specified under the CCP SPA.

"**Material Adverse Effect**" means any change, event, effect, state of facts or occurrence arising after the Effective Date that, individually or in the aggregate with any other change, event, effect, state of facts, or occurrence, has had or would reasonably be expected to have a material adverse effect on (a) the assets, liabilities, results of operations, financial condition or business of NV or the Borrower and its subsidiaries taken as a whole, or (b) the ability of the Borrower to perform its obligations under this Agreement.

"**Milestone Fee**" has the mean given to it under the Consultancy Agreement.

"**Monthly Forecast**" means the management presentations with details of P&L, Revenues, Expenses, Working Capital with Cash position forecast that is provided by the Borrower to the Lender in accordance with Clause 4.2(d) during the Availability Period and, as approved by the Lender, from time to time.

"**NV**" means Centogene N.V, a public company (*naamloze vennootschap*) organized under the laws of the Netherlands and registered with the Chamber of Commerce (*Kamer van Koophandel*) under registration number 72822872, having its head office address at Am Strande 7, 18055 Rostock, Germany, the wholly owned parent of the Borrower.

"**Oxford**" means Oxford Finance LLC.

"**Oxford Loan**" means Loan and Security Agreement, dated as of January 31, 2022 among the NV, the Borrower, Centosafe B.V., Oxford and other lenders party thereto from time to time, as amended, supplemented, restated, renewed, replaced, refinanced or extended from time to time.

"**Oxford Subordination Agreement**" means the subordination agreement entered into between the Borrower and Oxford, on or around the Effective Date.

"**PIC**" means Pharmaceutical Investment Company, a closed joint stock company incorporated pursuant to the laws of the Kingdom, 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.

"**PIK Interest**" means any portion of interest that, in lieu of being paid in cash is capitalized and added to the principal amount of the Advance.

"**Pledged Receivables**" means the Receivables pledged under the Receivables Pledge Agreement.

"**Receivables**" means all amounts receivable under the Saudi Ajal Agreements and their Related Rights now existing which have arisen from March 1, 2024, and which shall arise after the date hereof, and their Related Rights to be obtained under the Saudi Ajal Agreement and "**Receivable**" shall refer to the receivables under each Saudi Ajal Agreement, in each case as set out in Schedule 2 (*Receivables And Saudi Ajal Agreements*) with respect to existing Receivables and as notified from time to time by the Borrower to the Lender in connection with future Receivables.

"**Receivables Pledge Agreement**" means a receivables pledge agreement in the form of Schedule 3 (*Receivables Pledge Agreement*) entered into or to be entered into by the Borrower in favour of the Lender pursuant to Clause 3.1(e) in connection with the Receivables, and includes all supplements and amendments thereto from time to time in force.

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

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

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

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

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

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

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

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

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

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

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

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

(g) any other expenditures not set out in the last Monthly Forecast;

(h) the making of or entering into of any agreement or arrangement relating to any of the foregoing matters.

"**Saudi Ajal Agreements**" means the agreements referred to under Schedule 2 (*Receivables And Saudi Ajal Agreements*), and each shall be referred to as a "Saudi Ajal Agreement".

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

"**SCCA**" has the meaning given to it in Clause 22.2.

"**Shareholders Agreement**" means the shareholders' agreement to be executed between CCP, PIC and Blitz F24-481.

"**Tangible Net Worth**" means, on any date, the sum of the paid-up share capital, any share premiums, general and legal reserves of the Borrower, prior years' retained earnings and profits or losses and the current year's net profits or losses of the Borrower, but excluding reserves for the revaluation of assets or any amount attributable to goodwill or other intangible assets.

"**Technology Transfer and Intellectual Property License Agreement**" means Technology Transfer and Intellectual Property License Agreement on 27 November 2023, as amended by Variation Agreement No. 1 dated 12 May 2024 and Variation Agreement No. 2 dated October 3, 2024, executed between the Lender and NV, and as novated to the Borrower on or about the date hereof.

"**Total Liabilities**" means, on any date, all the liabilities of the Borrower, including Current Liabilities and full provision for contingent liabilities and all other liabilities falling due after one (1) year from the relevant date.

"**Transaction**" means the prospective direct or indirect acquisition by CCP and PIC of the entire share capital of the Borrower, under a series of simultaneous transactions to restructure the business of NV and as further described under the Transaction Documents.

"**Transaction Completion**" has the meaning given to it in Clause 5.1.

"**Transaction Documents**" means this Agreement, the Commercial Agreements, and the CCP SPA, the Shareholders Agreement, the Convertible Loan Documentation and any ancillary documents referenced thereunder.

"**URRMA**" means the Unified Registry of Rights on Moveable Assets established in the Kingdom of Saudi Arabia and regulated by the regulations issued pursuant to the resolution of the Minister of Commerce No. 512 dated 14/08/1441H. (corresponding to 7 April 2020G.) and published in Um Al-Qura on 17/08/1441H. (corresponding to 10 April 2020G.), or any other successor entity or forum.

1.2 **Interpretation**

In this Agreement:

(a) unless specified otherwise, references in this Agreement to any Clause or Schedule shall be to a clause or schedule contained in this Agreement;

(b) the headings and sub-headings are inserted for convenience only and shall not affect the construction of this Agreement; and

(c) references to this Agreement include this Agreement as amended or varied in accordance with its terms.

1.3 **Third Party Rights**

(a) Unless expressly provided to the contrary in this Agreement, a person who is not a party has no right to enforce or enjoy the benefit of any of this Agreement.

(b) Unless expressly provided to the contrary in this Agreement, the consent of any person who is not a Party is not required to rescind or vary this Agreement at any time.

2. FACILITY AMOUNT AND PURPOSE

2.1 Amount

This Agreement sets out the terms upon which the Lender is willing to make the Facility available to the Borrower.

2.2 Purpose

The Borrower shall only use the proceeds of Advances solely to fund the required cash flow of the Borrower in accordance with the Monthly Forecast. The Borrower shall not use any portion of Advances for any Restricted Use; provided, however, that, for the avoidance of doubt, the Borrower may use the proceeds of Advances to pay any of its operational, Transaction, liquidation, and restructuring costs and expenses to the extent such costs and expenses are included in the Monthly Forecast. The Lender shall, however, have no responsibility for monitoring the application by the Borrower of such proceeds.

3. CONDITIONS PRECEDENT

3.1 Prior to the First Advance, the Lender shall not be obliged to advance funds to the Borrower under this Agreement unless the Lender has received in form and substance satisfactory to it:

(a) the Commercial Agreements having been novated in their entirety to the Borrower;

(b) the CCP SPA having been executed;

(c) in respect of the Borrower and NV:

(i) a solvency certificate or equivalent declaration by the Borrower and NV's boards as at the date hereof; and

(ii) certified copies of the Saudi Ajal Agreements and related purchase orders, invoices, and evidence of completion of services and all other documentations related to the Receivables;

(d) the Borrower shall have received the consent under the Oxford Loan to the transactions contemplated by this Agreement and the Transaction Documents which shall be in full force and effect and in form and substance reasonably satisfactory to the Lender;

(e) the Receivables Pledge Agreement in the form of Schedule 3 (*Receivables Pledge Agreement*) duly executed by the Borrower in favour of the Lender and the amount of the Pledged Receivables is equal to at least the value of the First Advance;

(f) the security interest under the Receivables Pledge Agreement having been duly registered at the URRMA;

(g) a certified true copy of a duly adopted resolution of the board of the Borrower approving the Facility and this Agreement and authorising a person or persons to execute and deliver this Agreement, and all notices of drawing and other documents required in connection with this Agreement, together with the specimen signatures of such person(s);

(h) 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 date of the first Advance and any subsequent Advance; and

(i) the representations, warranties and covenants of the Borrower in Clause 10 hereof are true and correct in all material respects.

4. DRAWING OF ADVANCES

4.1 The Borrower may draw the First Advance under the Facility on the relevant Disbursement Date subject to satisfaction or waiver of the conditions set out in Clause 3.1.

4.2 Following the First Advance, the Borrower may draw other Advances under the Facility on each Disbursement Date during the Availability Period, in each instance, subject to the following conditions:

(a) the Transaction Documents having been executed between its relevant parties;

(b) a solvency certificate or equivalent declaration in respect of the Borrower and NV as at each Disbursement Date;

(c) solely with respect to any Advance prior to Transaction Completion:

(i) monthly written notice by the Borrower to the Lender providing the details and breakdown of the additional Pledged Receivables in accordance with the corresponding Pledged Receivable amount set forth under Schedule 1 (*Disbursement Schedule*);

(ii) future receivables notice by the Borrower to the Lender in accordance with the Receivables Pledge Agreement;

(iii) a security interest in relation to each Advance under the Receivables Pledge Agreement having been duly registered with the URRMA;

(iv) certified copies of the Saudi Ajal Agreements and related purchase orders, invoices, and evidence of completion of services and all other documentations related to the new Receivables;

(d) solely with respect to any Advance prior to Transaction Completion, the Borrower shall have provided the Monthly Forecast to the Lender during the last ten (10) Business Days of every month, and the Lender shall have approved it at least by six (6) Business Days, prior to the end of the month;

(e) the Lender shall have received at least by 11 a.m. five (5) Business Days' prior written notice of the drawing, such notice to be in the form of Schedule 1 (*Notice of Drawing*);

(f) no Event of Default or Default shall have occurred and be continuing;

(g) 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 date of the first Advance and any subsequent Advance; and

(h) the representations, warranties and covenants of the Borrower in Clause 10 hereof are true and correct in all material respects; and

(i) the drawing of the Advance will not result in the total amount available under the Facility being exceeded,

provided that a notice of drawing in the form of Schedule 1 (*Notice of Drawing*) once received by the Lender shall be irrevocable and the Borrower shall be bound to make a drawing in accordance therewith, except as otherwise provided in this Agreement.

4.3 Any part of the Facility undrawn at the end of the Availability Period shall be cancelled.

5. REPAYMENT OF LOAN

5.1 Recharacterization of Loan if the Transaction is Completed

Subject to the provisions of this Agreement, if the Transaction is completed in accordance with the Transaction Documents ("**Transaction Completion**"), the following shall apply:

(a) the Loan and any Interest accrued until the date of the Transaction Completion shall be recharacterized into an advance payment made by the Lender to the Borrower of the Milestone Fees (as applicable) under the Consultancy Agreement (provided that, for the avoidance of doubt, any remaining amounts to be paid pursuant to the Consultancy Agreement are made in full and without deducting any accrued Interest);

(b) any amount of the Loan not already advanced at the date of the Transaction Completion shall be advanced in accordance with the terms of the Consultancy Agreement;

(c) the relevant provisions of Variation Agreement No. 2 to Consultancy Agreement shall immediately enter into effect and replace the terms of this Agreement in its entirety; and

(d) this Agreement shall automatically terminate and become null and void.

5.2 Repayment if the Transaction is not Completed

Subject to the provisions of this Agreement, if the Transaction is not completed in accordance with the Transaction Documents by the Long Stop Date, the balance (if any) of the Loan together with all accrued and capitalized Interest and other monies outstanding in connection with the Facility shall be become due and payable and shall be repaid immediately by the Borrower to the Lender in one (1) instalment within 5 Business Days of the Long Stop Date.

5.3 Receivables Pledge Agreement Enforceability

(a) If the Loan together with all accrued Interest and other monies outstanding in connection with the Facility is not repaid in accordance with Clause 5.2, the Lender shall have the right to immediately enforce the Receivables Pledge Agreement for the due and full payment and discharge of the Loan together with all accrued Interest thereon and other monies outstanding in connection with the Facility.

(b) The Borrower hereby irrevocably authorises and empowers the Lender to take or to cause any formal steps to be taken for the purpose of perfecting the Receivables Pledge Agreement, if the Borrower has failed to comply with such perfection steps within ten (10) Business Days of being notified of that failure and, undertakes to take any such steps itself if so directed by the Lender.

(c) The Borrower hereby authorises and empowers the Lender to collect and exercise any rights and claims in respect of the Receivables in accordance with the Saudi Ajal Agreements.

(d) Each of the Parties acknowledges and agrees that, upon exercise of the Receivables Pledge Agreement and the transfer of any Receivable and Related Rights to it in accordance with this Clause 5.3:

(i) the Lender shall have all the rights of ownership and property in respect of that Receivable and Related Rights, including but not limited to the related Collections;

(ii) the Borrower shall instruct Saudi Ajal Obligors to make all payments in respect of the Receivables directly into the bank account notified by the Borrower; and

(iii) Borrower's present and future right, title and interest in, to and under each Receivable and Related Rights transferred in accordance with this Clause 5.3 is hereby transferred to the Lender; and

(iv) Borrower hereby agrees and acknowledges that, if Lender determines that any action is necessary for the protection of its interests in the Receivables, Lender shall be entitled to take any action which it reasonably considers to be necessary in order to protect, preserve or enforce Lender's rights against the Saudi Ajal Obligors in respect of Receivables.

6. INTEREST

6.1 Interest Periods

The Interest Periods applicable to the Advances during the Availability Period shall be one (1), two (2) or three (3) months as selected by the Borrower provided that they do not mature later than the Long Stop Date and thereafter all Interest Periods shall be three (3) months provided that:

(a) the first Interest Period in relation to each Advance shall commence on the date on which that Advance is made;

(b) each Interest Period (except the first Interest Period in relation to each Advance) shall commence on the last day of the preceding Interest Period; and

(c) each date on which a repayment is to be made hereunder must be the last day of an Interest Period.

6.2 Rate

The Interest shall accrue from day to day and shall be calculated on the basis of the actual number of days elapsed and a 360 day year.

6.3 Payment of Interest

The Borrower shall add accrued Interest on each Advance to the principal as a payment in kind on the last day of the Interest Period relating to that Advance. No interest shall be payable on or before the Long Stop Date of the CCP SPA.

7. PAYMENTS

7.1 General

All payments to be made by the Lender shall be made to the following bank account of the Borrower:

Bank name: [***]
Bank address: [***]
Bank code: [***]
Bank account: [***]
IBAN: [***]
BIC/SWIFT: [***]

7.2 **Business Days**

If any sum would otherwise become due for payment hereunder on a day which is not a Business Day, such sum shall become due on the next succeeding Business Day and the amount of Interest shall be adjusted accordingly, except that if a payment would thus become due in another calendar month such payment shall become due on the immediately preceding Business Day.

7.3 **Full**

All sums payable by the Borrower under this Agreement shall be paid in full without set-off or counterclaim and free and clear of and without any deduction or withholding for or on account of any present or future taxes, duties, levies, imposts or charges of any nature. If the Borrower or any other person is required by any law or regulation to make any deduction or withholding (on account of tax or otherwise) from any payment, the Borrower shall, together with such payment, pay such additional amount as will ensure that the Lender receives (free and clear of any tax or other deductions or withholdings) the full amount which it would have received if no such deduction or withholding had been required. The Borrower shall promptly forward to the Lender copies of official receipts or other evidence showing that the full amount of any such deduction or withholding has been paid over the relevant taxation or other authority.

7.4 **Accounts**

The Lender shall maintain in accordance with its usual practice a set of accounts evidencing the amounts lent to and from time to time owing by the Borrower hereunder. In any legal action in connection with this Agreement and otherwise for the purposes hereof the entries made from time to time in such accounts shall, in the absence of manifest error, be conclusive and binding on the Borrower as to the existence and amounts of the obligations of the Borrower recorded therein.

8. CHANGE IN CIRCUMSTANCES

8.1 **Illegality**

If it becomes unlawful for the Lender to give effect to its obligations hereunder, the Lender shall so notify the Borrower in writing, whereupon the Lender's obligation to make available or maintain Advances or the Loan, as appropriate, shall cease. The Borrower shall within thirty (30) days after such notification, or such longer or shorter period as the Lender shall certify as being permitted by the relevant law, repay the Loan together with all Interest accrued thereon to the date of repayment and any other moneys then owing to the Lender.

9. FEES AND EXPENSES

9.1 **Expenses**

The Borrower shall forthwith on demand and whether or not any Advance is made, reimburse the Lender for all costs, charges and expenses (including legal fees and all other out-of-pocket expenses) incurred by it in connection with the enforcement of the Receivables Pledge Agreement.

9.2 **Enforcement Costs**

The Borrower shall from time to time forthwith on demand reimburse the Lender for all costs, charges and expenses (including legal and other fees, costs and charges on a full indemnity basis and all other out-of-pocket expenses) incurred by it in the suing for or seeking to recover any sum due or otherwise preserving or enforcing its rights under this Agreement, and the Receivables Pledge Agreement.

9.3 **Taxes**

The Borrower shall pay all present and future stamp and other like duties and taxes and all notarial, registration, recording and other like fees which may be payable in respect of this Agreement and the Receivables Pledge Agreement and shall indemnify the Lender against all liabilities, costs and expenses which may result from any default in paying such duties, taxes or fees.

10. REPRESENTATIONS; WARRANTIES AND UNDERTAKINGS

The Borrower represents and warrants to the Lender that the representations, warranties and undertakings set out in Schedule 5 (*Representations, Warranties and Undertakings*) are true and accurate in all material respect as at the Effective Date and at any Advance date.

11. EVENTS OF DEFAULT

The Lender may by written notice to the Borrower declare any undrawn portion of the Facility cancelled and declare the amount of the Loan, accrued Interest thereon and all other sums payable under this Agreement to be, whereupon the same shall become, immediately due and payable if any of the following occurs:

(a) the Borrower fails to pay any sum payable under this Agreement on the due date and otherwise in accordance with the provisions of this Agreement;

(b) the Borrower fails to perform any other of its obligations under this Agreement (which is not a specific Event of Default described elsewhere in this Clause 11) and (if such failure is in the opinion of the Lender capable of remedy) does not remedy such failure within fourteen (14) days after receipt of written notice from the Lender requiring it to do so;

(c) any representation or warranty made by the Borrower in this Agreement or in any notice or other document delivered pursuant to this Agreement is or is found to have been untrue or inaccurate in any material respect at any time;

(d) a default occurs under the provisions of any agreement or instrument evidencing or securing indebtedness (including any guarantee or similar obligation) of the Borrower or any such liability of the Borrower becomes or may be declared due prior to its stated maturity;

(e) any proceedings are commenced or an order is made or a resolution is passed for the winding-up, dissolution or bankruptcy of the Borrower or the Borrower stops payments to its creditors generally or is unable or admits its inability to pay its debts as they fall due or ceases to carry on its respective business;

(f) any litigation, arbitration or administrative proceedings are brought against the Borrower which in the opinion of the Lender may have a material adverse effect on the Borrower; or

(g) any situation occurs which in the reasonable opinion of the Lender may have a material adverse effect on the Borrower.

12. SET-OFF

Solely if the Transaction is not completed by the Long Stop Date, Lender shall have the right to set-off (or similar right) and deduct the amount of the Loan from any amount due and payable to Lender under any agreement entered into between Borrower, NV or any of their affiliates and the Lender, PIC, or any of their affiliates.

13. ASSIGNMENT AND TRANSFER

13.1 Assignment by the Lender

The Lender may assign or transfer all or any of its rights and obligations under this Agreement without the consent of the Borrower, provided that any assignee of the Lender shall be required to become a party to the Oxford Subordination Agreement concurrently with such assignment.

13.2 Assignment by the Borrower

The Borrower may not assign, transfer or dispose of all or any of their rights, benefits or obligations under this Agreement.

14. NOTICES

Each notice, demand or other communication given or made under this Agreement shall be in writing and delivered or sent to the relevant party at its address or telex number or fax number set out below (or such other address or telex number or fax number as the addressee has by five (5) days' prior written notice specified to the other party):

To the Borrower	:	Thomas Wiedermann, Chief Restructuring Officer Peter Bauer, Chief Medical & Genomic Officer
Attention	:	Thomas Wiedermann, Peter Bauer
E-mail address	:	thomas.wiedermann@centogene.com, peter.bauer@centogene.com
Address	:	CENTOGENE GmbH Am Strande 7 18055 Rostock Germany
To the Lender	:	
Attention	:	Chairman – Jeremy Panacheril
E-mail address	:	jpanacheril@lifera.com.sa
Address	:	Riyadh, Saudi Arabia

Any notice, demand or other communication so addressed to the relevant party shall, unless otherwise specified in this Agreement, be deemed to have been delivered (a) if given or made by letter, when actually delivered to the relevant address and (b) if given or made by telex or facsimile when despatched with confirmed answerback.

15. DISCRETION AND DELEGATION

15.1 Discretion

Any liberty or power which may be exercised or any determination which may be made under this Agreement by the Lender may, subject to the terms and conditions of this Agreement, be exercised or made in its reasonable discretion.

15.2 Delegation

The Lender shall have full power to delegate (either generally or specifically) the powers, authorities and discretions conferred on it by this Agreement on such terms and conditions as it shall see fit, which delegation shall not preclude either the subsequent exercise, subsequent delegation or any revocation of such power, authority or discretion by the Lender itself.

15.3 **Liability**

The Lender will not be in any way liable or responsible to the Borrower for any loss or liability arising from any act, default, omission or misconduct on the part of any delegate or sub-delegate except to the extent that such loss or liability directly results from the Lender's (or such delegate's or sub-delegate's) fraud, wilful misconduct or gross negligence.

16. BENEFIT OF THE AGREEMENT

The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

17. PARTIAL INVALIDITY

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

18. REMEDIES AND WAIVERS

No failure to exercise, nor any delay in exercising, on the part of a Party, any right or remedy under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

19. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement. Delivery by facsimile or electronic mail of an executed counterpart of a signature page to this Agreement shall be effective as delivery of an original executed counterpart of this Agreement.

20. ENTIRE AGREEMENT

This Agreement or the other Transaction Documents constitute the entire agreement between the Borrower and the Lender in relation to the transactions, rights and obligations contemplated under the Transaction and supersede any previous agreement, whether express or implied, regarding the transactions, rights and obligations contemplated under the Transaction Documents.

21. GOVERNING LAW

This Agreement and all commodity transactions under this Agreement is governed by, and shall be construed in accordance with, the laws of the Kingdom.

22. DISPUTE RESOLUTION

22.1 In the event of any dispute, difference, claim, controversy or question between the Parties, directly or indirectly arising at any time under, out of, in connection with or in relation to this Agreement (or the subject matter of this Agreement) or any term, condition or provision hereof, including any of the same relating to the existence, validity, interpretation, construction, performance, enforcement and termination of this Agreement (a "**Dispute**"), the affected Parties (the "**Disputing Parties**") shall first endeavour to settle such Dispute by good faith negotiation. The Parties agree, save as otherwise agreed in writing by the Disputing Parties, that the negotiations shall not exceed fifteen (15) days from the date of the start of such negotiations.

22.2 Any Dispute arising out of, or in connection with, this Agreement shall be finally administered by the Saudi Center for Commercial Arbitration ("**SCCA**") in accordance with its Arbitration Rules. The arbitration shall be conducted by an arbitration tribunal consisting of three (3) arbitrators, of whom the Lender shall appoint one (1) arbitrator, the Borrower shall appoint one (1) arbitrator and the SCCA shall appoint one (1) arbitrator. The arbitration shall take place in the English language and the seat shall be at the SCCA, in Riyadh, the Kingdom. Judgment for any award rendered may be entered in any court having jurisdiction or an application may be made to such court for a judicial recognition of the award or an order of enforcement thereof, as the case may be. Nothing in this clause shall preclude any Party from seeking provisional measures to secure its rights from any court having jurisdiction or where any assets of the other Party may be found. The arbitration proceedings contemplated by this clause and the content of any award rendered in connection with such proceeding shall be kept confidential by the Parties.

***

SCHEDULE 1

DISBURSEMENT SCHEDULE

SCHEDULE 2

RECEIVABLES AND SAUDI AJAL AGREEMENTS

SCHEDULE 3

RECEIVABLES PLEDGE AGREEMENT

SIGNATURE PAGE

IN WITNESS WHEREOF, this Agreement has been signed by the duly authorized representatives of the Parties on the date first above written.

Signed for and on behalf of
GENOMICS INNOVATIONS COMPANY LIMITED (as Lender)

By: /s/ Jeremy Panacheril

Name: Jeremy Panacheril

Title: Chairman

Date:

Signed for and on behalf of
CENTOGENE GMBH (as Borrower)

By: /s/ Dr. Peter Bauer

Name: Dr. Peter Bauer

Title: Chief Medical and Genomic Officer

By: /s/ Thomas Wiedermann

Name: Thomas Wiedermann

Title: Chief Restructuring Officer

Exhibit 99.4

Execution Version

DATED 12 November 2024

CENTOGENE GMBH
(as Pledgor)

and

GENOMICS INNOVATIONS COMPANY LIMITED
(as Pledgee)

RECEIVABLES PLEDGE AGREEMENT

LATHAM & WATKINS

Al-Tatweer Towers, 7th Floor, Tower 1
King Fahad Highway
PO Box 17411
Riyadh 11484, Saudi Arabia

www.lw.com

Execution Version of the Recievables Pledge Agreement between Centogene GMBH and Genomics Innovations Company Limited

CONTENTS

PLEDGE AGREEMENT (this "**Agreement**") is made on 12 November 2024

BETWEEN

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

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

BACKGROUND

(A) The Parties have executed a short term loan facility agreement on or about the date of this Agreement ("**Loan Agreement**") in connection with the Pledgee granting the Pledgor a loan facility to be disbursed in different advances and to be secured by certain Receivables (as defined below).

(B) The Pledgor has agreed to enter into this Agreement in order to grant a pledge over the Secured Assets (as defined below) in connection with the facilities made available to the Pledgor in accordance with the Loan Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement**,** unless otherwise defined in this Agreement or unless the context otherwise requires, terms used shall have the following meaning:

"**Advances**" has the meaning given to it in the Loan Agreement.

"**Banking Disputes Committee**" means the Committee for the Banking Disputes established in the Kingdom of Saudi Arabia pursuant to High Order No. 729/8 dated 10/07/1407H. (corresponding to 10 March 1987G.), as reorganised pursuant to Royal Order No. 37441 dated 11/08/1433H. (corresponding to 1 July 2012G.) (the "**Royal Order 37441**"), and the Banking Disputes and Violations Appeal Committee established pursuant to the Royal Order 37441 (comprised of, pursuant to the Royal Decree No. A/24 dated 18/02/1437H. (corresponding to 30 November 2015G.), the First Circuit of the Banking Disputes Committee and the First Circuit of the Banking Disputes and Violations Appeal Committee, each operating under the aegis of the Saudi Arabian Monetary Authority) or any successor forum.

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

"**CPL**" means the Commercial Pledge Law issued by Royal Decree no. M/86 dated 08/08/1439H. (corresponding to 24 April 2018G.) approving the Council of Ministers Resolution No. (426) dated 08/08/1439H. (corresponding to 24 April 2018G.) as amended by the Council of Ministers Resolution No. (512) dated 14/08/1441H. (corresponding to 7 April 2020G.) and published in Um Al-Qura on 24/08/1441H. (corresponding to 17 April 2020G.) and as further amended, supplemented or replaced from time to time.

"**CPL Implementing Regulations**" means the implementing regulations of the CPL issued by the Ministerial Resolution No. 43902 dated 10/08/1439H. (corresponding to 26 April 2018G.) and published in Um Al-Qura Issue Number 4723 on 14/08/1439H. (corresponding to 30 April 2018G.) as amended, supplemented or replaced from time to time.

"**Disbursement Date**" has the meaning given to it in the Loan Agreement.

"**Event of Default**" has the meaning given to it in the Loan Agreement.

"**Final Maturity Date**" means the Discharge Date.

"**Future Receivables**" means such additional amounts (including, without limitation, any Related Right) owing by Saudi Ajal Obligor which shall arise after the date of this Agreement until the Discharge Date, in the sole discretion of the Pledgor, as notified from time to time by the Pledgor to the Pledgee in accordance with the notice form under Schedule 4 (*Future Receivables Notice Form)*.

"**Initial Receivables**" means as of the date of this Agreement, four million and five hundred thousand Euros (€4,500,000) owing by Saudi Ajal Obligor (including, without limitation, any Related Right) as set out in Schedule 1 (*Initial Receivables*).

"Initial Secured Amount" has the meaning given to it in Clause 4.1.

"**Loan Agreement**" has the meaning given to it in Recital (A).

"**Moveable Assets Law**" means the Security Rights on Moveable Assets Law issued by Royal Decree No. M/94 dated 15/08/1441H. (corresponding to 8 April 2020G.), together with the implementing regulations thereto issued pursuant to the Resolution of the Minister of Commerce dated 19/08/1441H. (corresponding to 12 April 2020G.) in each case as amended, supplemented or replaced from time to time.

"**Moveable Assets Implementing Regulations**" means the implementing regulations of the Moveable Assets Law issued by the Ministerial Resolution No. 00312 dated 19/08/1441H. (corresponding to 12 April 2020G.) and published in Um Al-Qura on 24/08/1441H. (corresponding to 16 April 2020G.) as amended, supplemented or replaced from time to time.

"**Receivable**" means the Initial Receivables and each Future Receivables.

"**Related Rights**" has the meaning given to it in the Loan Agreement.

"**Relevant Agreements**" means:

(a) Saudi Ajal Agreements as modified, amended or replaced from time to time; and

(b) any other agreement relating to the Receivables entered into after the date of this Agreement.

"**Saudi Ajal Agreements**" means the agreements referred to under Schedule 2 (*Receivables And Saudi Ajal Agreements*) under the Loan Agreement.

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

"**Secured Assets**" means the Receivables owing to the Pledgor under the Saudi Ajal Agreements.

"**Security Interest**" means each security interest created pursuant to this Agreement on the URRMA in accordance with the provisions of the URRMA, the CPL, the CPL Implementing Regulations, the Moveable Assets Law and the Moveable Assets Implementing Regulations, and "**Security Interest**" means all of them.

"**Secured Obligations**" means the amount of any Advances which are paid to the Pledgor under the Loan Agreement.

"**Security Period**" means the period starting on the date of this Agreement and ending on the earlier of:

i) the Transaction Completion; or

ii) the date on which proof has been given to the satisfaction of Pledgee that all the Secured Obligations have been unconditionally and irrevocably paid and/or discharged in full and that no further Secured Obligations are outstanding,

and such date shall be referred to as the "**Discharge Date**" which shall coincide with the Final Maturity Date.

"**Transaction Completion**" has the meaning given to it in the Loan Agreement.

"**Transaction Documents**" has the meaning given to it in the Loan Agreement.

"**URRMA**" means the Unified Registry of Rights on Moveable Assets established in the Kingdom of Saudi Arabia and regulated by the regulations issued pursuant to the resolution of the Minister of Commerce No. 512 dated 14/08/1441H. (corresponding to 7 April 2020G.) and published in Um Al-Qura on 17/08/1441H. (corresponding to 10 April 2020G.), or any other successor entity or forum.

1.2 In the event of any conflict between the provisions of this Agreement and the Loan Agreement, the terms of the Loan Agreement shall prevail.

1.3 In this Agreement, any rights in respect of a Secured Asset includes:

(a) all amounts and proceeds paid or payable deriving from that Secured Asset;

(b) all rights to make any demand or claim;

(c) all powers, remedies, causes of action, security, guarantees and indemnities or covenants for title, in each case, in respect of or derived from that Secured Asset;

(d) any proceeds of sale, transfer or other disposal, lease, licence, sublicence, or agreement for sale, transfer or other disposal, lease, licence or sublicence, of that Secured Asset;

(e) any awards or judgments in favour of the Pledgor in relation to that Secured Asset; and

(f) any other assets deriving from, or relating to, that Secured Asset.

1.4 **Commercial Pledge Law and Moveable Assets Law**

Pursuant to Article 2(2) of the CPL and the CPL Implementing Regulations, Article 6 of the Moveable Assets Law and Article 8(1) of the Moveable Assets Implementing Regulations:

(a) the name of the Pledgor is Centogene GMBH, a limited liability company incorporated under the laws of Germany, having its registered office at Am Strande 7, 18055 Rostock, Germany, and registered with the commercial register at the local court of Rostock under registration no. HRB 14967. The method of communication with the Pledgor is set out in clause 14 (*Notices*) of the Loan Agreement;

(b) the description and status of the Secured Assets, as at the date of this Agreement, are set out in the definitions of "**Receivables**", "**Relevant Agreements**" and "**Secured Assets**";

(c) the amount and description of the secured debt, as at the date of this Agreement, are set out in the definition of "**Secured Obligations**";

(d) the maximum amount of the secured debt is set out in Clause 4 (*Maximum Amount Secured*);

(e) the estimated maturity date of the secured debt is set out in the definition of "**Discharge Date**";

(f) the period for publication of this Agreement in the URRMA is set out in the definition of "**Discharge Date**"; and

(g) the original date of this Agreement is the date stated in the beginning of this Agreement.

2. COVENANT TO PAY

2.1 Upon the occurrence of an Event of Default which is continuing, the Pledgor shall, on demand of the Pledgee, pay to the Pledgee and discharge and satisfy in full the Secured Obligations when they become due in accordance with the Loan Agreement.

2.2 Notwithstanding anything herein or in the Loan Agreement to the contrary, the Parties acknowledge that the obligations of the Pledgor arising hereunder is limited recourse obligations of the Pledgor, payable solely from the proceeds of enforcement of the Secured Obligations, as applicable and, if the net proceeds of realisation of such security is less than the aggregate amount payable in such circumstances to the Pledgee (such negative amount being referred to in this paragraph 2.2 as a "shortfall"), the Pledgor will be obliged to pay, and/or make available any other assets (if any) of the Pledgor for payment of, such shortfall.

2.3 Notwithstanding anything herein, upon Transaction Completion, this Agreement shall automatically **terminate and become null and void.**

3. PLEDGE

As a continuing security for the payment and discharge in full of the Secured Obligations, the Pledgor grants to the Pledgee Security Interests (by way of first ranking Security Interest) as follows:

(a) An initial Security Interest over the Initial Receivables as at the date of this Agreement;

(b) A future Security Interest over the Future Receivables, if applicable, as and when provided to the Pledgee in accordance with the Loan Agreement and notified to the Pledgee in accordance with Schedule 4 (*Future Receivables Notice Form)*,

in each case, in and to the Secured Assets originated during the Security Period.

4. MAXIMUM AMOUNT SECURED

4.1 As at the date of this Agreement, the initial amount secured by this Agreement is four million and five hundred thousand Euros (EUR 4,500,000) ("**Initial Secured Amount**").

4.2 During the Security Period, the maximum amount secured by this Agreement should not exceed fifteen million Euros (15,000,000), which shall include (i) the Initial Secured Amount, along with (ii) an amount corresponding to any additional Secured Obligations.

5. TRANSACTION RECEIVABLES

5.1 Consent to Pledgee's rights

The Pledgor confirms that it will not object to the exercise of any of, the Pledgee's rights under this Agreement.

5.2 Pledgor still liable

The Pledgee is not obliged to: (a) perform any obligation of the Pledgor; (b) make any payment; (c) make any enquiry as to the nature or sufficiency of any payment received by it or the Pledgor; (d) present or file any claim or take any other action to collect or enforce the payment of any amount to which it or the Pledgor might be entitled under this Agreement, in respect of any Secured Asset; or (e) exercise any rights to which it or the Pledgor may be entitled.

6. REGISTRATION

6.1 The Pledgor acknowledges and agrees that the registration of the Security Interests shall be undertaken by the Pledgee (or any legal counsel, delegate or other person acting on behalf of the Pledgee) as follows:

(a) an initial Security Interest, relating to the Initial Receivables as provided for the Secured Obligation, shall be registered by the Pledgee on URRMA as soon as reasonably practicable following the date of this Agreement in accordance with the registration information as set out in Schedule 1 (*Initial Receivables Registration Information*); and

(b) a future Security Interest, relating to the Future Receivables as provided for the Secured Obligations, shall be registered by the Pledgee on URRMA as soon as reasonably practicable prior to each Disbursement Date and in accordance with the registration information as set out in Schedule 1 (*Future Receivables Registration Information*) which shall only be amended to reflect the relevant amount of Secured Obligations under each Future Receivables.

6.2 The Parties agree that the Pledgee (or any legal counsel, delegate or other person acting on behalf of the Pledgee) may make such further registrations or amendments (including without limitation to correct an error or where required to perfect or protect any of the Security Interests created by this Agreement) to registrations relating to such on the URRMA, as the Pledgee considers necessary in connection with the Secured Obligations.

6.3 The Pledgor shall bear all costs incurred in connection with registration or amendment in accordance with Clauses 6.1 and 6.2 above.

6.4 The Pledgor acknowledges and agrees that:

(a) the Secured Assets constitute assets which may be the subject of Security Interests;

(b) it has no objection to the registration referred to in Clauses 6.1 and 6.2 above and waives any right it would, but for this paragraph (b), otherwise have to register an objection to such registration; and

(c) subject to the terms of this Agreement, there will be no limit on the information relating to the Pledgor, this Agreement, the Security Interests created pursuant to this Agreement or the Secured Assets which may be registered on the URRMA.

6.5 The Pledgor:

(a) confirms, for the purpose of the initial registration referred to in Clause 6.1 that the details set out in Schedule 2 (*Initial Receivables Registration Information*) are correct;

(b) agrees that the registration referred to in Clause 6.1 above constitutes effective notification of the Security Interests created over the Secured Assets by this Agreement; and

(c) agrees that, during the Security Period, it will not amend, cancel or remove the registration on the URRMA referred to in Clause 6.1 above.

6.6 The Pledgor undertakes in favour of the Pledgee that it shall provide to the Pledgee:

(a) promptly upon request by the Pledgee, any further information the Pledgee considers necessary in order to complete the initial registration of the Security Interests; and

(b) as soon as reasonably practicable upon becoming aware, any updates to such information in order to ensure that the information recorded in the URRMA remains true and correct in all respects at all times.

6.7 Each of the Parties agrees that:

(a) all information registered on the URRMA in respect of this Agreement can be made public; and

(b) the notification of registration of the Security Interests on the URRMA can be made by the URRMA to the Parties by using electronic methods.

6.8 The Pledgor waives any:

(a) right of termination, release, cancellation or abatement of the registration on the URRMA of the Security Interests during the Security Period; and

(b) right of compensation or indemnification the Pledgor might have against the Pledgee in accordance with under the CPL, the CPL Implementing Regulations, the Moveable Assets Law and the Moveable Assets Implementing Regulations.

7. REPRESENTATIONS AND WARRANTIES

In addition to the representations and warranties provided by the Pledgor to the Pledgee under the Loan Agreement, the Pledgor makes the representations and warranties set out in this Clause 7 (*Representations and Warranties*) to the Pledgee.

7.1 Representations

The Pledgor represents and warrants to the Pledgee that it has the right, power and authority to secure to the Pledgee the Secured Assets in the manner provided in this Agreement.

7.2 Enforceable security

This Agreement constitutes effective security over all and every part of the Secured Assets.

7.3 Security Interest

No Security Interest or other encumbrance exists over the Secured Assets and no third party has any right in, to or over the Secured Assets (save as, in each case, created under this Agreement).

7.4 **Times for making representations and warranties**

The representations set out in this Clause 7 (*Representations and Warranties*) are made by the Pledgor on the date of this Agreement and shall be deemed to be repeated, by reference to the facts and circumstances then existing, on each date when the relevant representations are deemed to be made pursuant to the Loan Agreement at every Disbursement Date.

8. POWERS OF THE PLEDGEE

8.1 **Power to remedy**

(a) Upon the occurrence of an Event of Default which is continuing, by prior written notice to the Pledgor, the Pledgee shall be entitled (but shall not be obliged) to remedy, at any time, a breach by the Pledgor of any of its obligations contained in this Agreement.

(b) The Pledgor irrevocably authorises the Pledgee and its agents to do all things that the Pledgee determines are necessary for that purpose.

(c) The Pledgor shall reimburse the Pledgee, on a full indemnity basis, for any monies the Pledgee reasonably expends in remedying a breach by the Pledgor of its obligations contained in this Agreement.

8.2 **Exercise of rights**

(a) The rights of the Pledgee under Clause 8.1 (*Power to remedy*) are without prejudice to any other rights of the Pledgee under this Agreement.

(b) The exercise of any rights of the Pledgee under this Agreement shall not make the Pledgee liable to account as a mortgagee in possession or for any loss on realisation or enforcement of rights under this Agreement, or for any default or omission for which a mortgagee in possession might be liable.

8.3 **No duties**

The Pledgee shall not, in respect of any of the Secured Assets, have any duty or incur any liability for:

(a) ascertaining or taking action in respect of any calls, instalments, conversions, exchanges, maturities, tenders or other matters relating to any Secured Assets or the nature or sufficiency of any payment whether or not the Pledgee has or is deemed to have knowledge of such matters; or

(b) taking any steps to preserve rights against prior parties or any other rights relating to any of the Secured Assets.

9. WHEN SECURITY BECOMES ENFORCEABLE

The security constituted by this Agreement shall become immediately enforceable upon prior written notice to the Pledgor, in accordance with Clause 5.3 (Receivables Pledge Agreement Enforceability) under the Loan Agreement.

10. ENFORCEMENT OF SECURITY

10.1 **Enforcement**

After the security constituted by this Agreement has become enforceable under Clause 9 (*When Security becomes enforceable*) of this Agreement, the Pledgee may, in its absolute discretion and without notice or further demand (and without having to obtain a court order), enforce all or any part of that security at the times, in the manner and on the terms it thinks fit, including to:

(a) exercise all the rights and remedies given to it by any applicable law, including under Article 23 of the Moveable Assets Law;

(b) demand, collect, recover and give a good discharge for any monies or claims forming part of, or arising in relation to, the Secured Assets;

(c) exercise in relation to the Secured Assets all such rights as the Pledgor would have in respect of the Secured Assets but for the existence of this Agreement;

(d) takeover, institute, commence, defend or submit to arbitration (in its name or that of the Pledgor) any claims or proceedings in relation to or affecting all or any of the Secured Assets and to settle, discharge, compound, release or compromise any claims, questions or disputes in respect of the Secured Assets;

(e) apply, set off, transfer or assign all or any part of the Secured Assets in discharge of the Secured Obligations (in full or in part);

(f) appropriate or acquire all or any part of the Secured Assets, sell or otherwise dispose of all or any part of the Secured Assets, apply, transfer or set-off all or any part of the Secured Assets, in each case without reference to the court and in accordance with the CPL, the CPL Implementing Regulations, the Moveable Assets Law, the Moveable Assets Implementing Regulations; and/or

(g) execute and do all such acts, agreements, instruments, documents and things as the Pledgee may consider necessary for or in relation to any of the above.

10.2 **Rights at law or otherwise**

Clause 10.1 (*Enforcement*) is in addition to (and is not in any way prejudiced by) any other remedy which the Pledgee may have at law, contract or otherwise.

10.3 **Protection of third parties**

No person dealing with the Pledgee as a consequence of the exercise by or on behalf of the Pledgee of any right or remedy arising under or pursuant to this Agreement or at law shall be concerned to enquire:

(a) whether any of the Secured Obligations have become due or payable, or remain unpaid or undischarged;

(b) whether any power the Pledgee is purporting to exercise has become exercisable or is being properly exercised; or

(c) how any money paid to the Pledgee is to be applied.

10.4 **Conclusive discharge to purchasers**

The receipt of the Pledgee shall be a conclusive discharge to a purchaser and, in making any sale or other disposal of any of the Secured Assets or in making any acquisition in the exercise of their respective powers, the Pledgee may do so for any consideration, in any manner and on any terms that it thinks fit.

10.5 **No liability**

The Pledgee (or any nominee, attorney or agent appointed by the Pledgee) shall not be liable in any way (whether as mortgagee in possession or otherwise) to the Pledgor or any other person by reason of the taking of, or any delay or failure to take, any action by it that is permitted or contemplated by this Agreement or by law except in the case of its own gross negligence or wilful misconduct.

11. OTHER PROVISIONS

11.1 **Independent security**

This Agreement shall be in addition to, and independent of, any other security or guarantee that the Pledgee may hold for any of the Secured Obligations at any time. No prior security held by the Pledgee over the whole or any part of the Secured Assets shall merge in the security created by this Agreement.

11.2 **Continuing security**

This Agreement shall remain in full force and effect as a continuing security for the Secured Obligations, despite any settlement of account, or intermediate payment, or other matter or thing.

11.3 **Discharge conditional**

Any release, discharge or settlement between the Pledgor and the Pledgee shall be deemed conditional on no payment or security received by the Pledgee in respect of the Secured Obligations being avoided, reduced or ordered to be refunded under any law relating to insolvency, bankruptcy, winding up, administration, receivership or otherwise. Despite any such release, discharge or settlement:

(a) the Pledgee or its nominee may retain this Agreement and the Security Interest created by or under it, including all certificates and documents relating to the whole or any part of the Secured Assets, for any period that the Pledgee deems necessary to provide the Pledgee with security against any such avoidance, reduction or order for refund; and

(b) the Pledgee may recover the value or amount of such security or payment from the Pledgor subsequently as if the release, discharge or settlement had not occurred.

12. DELEGATION

12.1 **Delegation**

The Pledgee may delegate by proxy or power of attorney or in any other manner to any person any right, power, authority or discretion conferred on it by this Agreement.

12.2 **Terms**

The Pledgee may delegate on any terms and conditions (including the power to sub-delegate) that it thinks fit.

13. POWER OF ATTORNEY

13.1 Appointment of attorney

The Pledgor irrevocably appoints the Pledgee to be the attorney of the Pledgor and, in its name, on its behalf and as its act and deed, to (upon the occurrence of an Event of Default which is continuing) execute any documents and do any acts and things that:

(a) the Pledgor is required to execute and do under this Agreement (but has not done when required to do so under this Agreement within fifteen (15) Business Days of notification by the Pledgee to the Pledgor); or

(b) any of the rights, powers, authorities and discretions conferred by this Agreement or by law on the Pledgee.

13.2 Ratification of acts of attorneys

The Pledgor ratifies and confirms, and agrees to ratify and confirm, anything that any of its attorneys may do in the proper and lawful exercise, of all or any of the rights, powers, authorities and discretions referred to in Clause 13.1 (*Appointment of attorney*).

14. RELEASE

Subject to Clause 10 (*Enforcement of Security*) and Clause 11.3 (*Discharge conditional*), at the end of the Security Period, the Pledgee shall, at the request and cost of the Pledgor, take whatever action is necessary to release the Secured Assets from the security constituted by this Agreement (including the cancellation of the Security Interest) and discharge and deliver to the Pledgor the Secured Assets pledged to the Pledgee pursuant to this Agreement and reassign, re-transfer to the Pledgor all right, interest and title of the Pledgee in and to the Secured Assets.

15. EFFECTIVENESS OF SECURITY

The Pledgor waives any right it may have to require the Pledgee to enforce any security or other right, or claim any payment from, or otherwise proceed against, any other person before enforcing this Agreement against the Pledgor.

16. ASSIGNMENT AND TRANSFER

16.1 Assignment by the Pledgee

(a) At any time, without the consent of the Pledgor, the Pledgee may assign any of its rights, or transfer by novation any of its rights and obligations under this Agreement to such person(s) to whom, and at the same time as, it transfers its corresponding rights and obligations under, and in accordance with, the Loan Agreement.

(b) Subject to any restrictions or conditions set out in the Transaction Documents, the Pledgee may disclose to any actual or proposed assignee or transferee any information in its possession that relates to the Pledgor, the Secured Assets and this Agreement that the Pledgee (acting reasonably) considers appropriate.

16.2 Assignment by the Pledgor

The Pledgor may not assign any of its rights, or transfer by novation any of its rights or obligations, under this Agreement.

17. THIRD PARTY RIGHTS

(a) A person who is not a Party to this Agreement has no right to enforce any term of, or enjoy any benefit under, this Agreement.

(b) The consent of any person who is not a Party is not required to rescind or vary this Agreement at any time.

18. EXPENSES

(a) The Pledgor shall pay or discharge all legal fees and other liabilities properly and reasonably incurred by the Pledgee (including any applicable taxation) in relation to the preparation and execution of, the exercise of its powers and the performance of its duties under, and in any other manner in relation to, this Agreement, including, but not limited to, legal and travelling expenses and any stamp, issue, registration, documentary and other taxes or duties paid or payable by the Pledgee in connection with any legal proceedings brought or reasonably contemplated by the Pledgee against the Pledgor or any other person for enforcing or resolving any doubt or for any other purpose in relation to any obligations under this Agreement and all costs and expenses (including legal fees) properly incurred by the Pledgee in responding to, evaluating, negotiating or complying with any amendment request or requirement or in connection with the enforcement of or the preservation of any rights under this Agreement and the Secured Assets and any proceedings instituted by or against the Pledgee as a consequence of taking or holding the Secured Assets or enforcing these rights.

(b) All liabilities incurred and payments made to or by the Pledgee in the lawful exercise of the powers conferred upon it by this Agreement shall be payable by the Pledgor on demand.

19. INDEMNITY

(a) The Pledgor shall promptly indemnify the Pledgee against any actual cost, loss or liability properly incurred by any of them as a result of:

(i) acting or relying on any notice, request or instruction which it reasonably believes to be genuine and appropriately authorised;

(ii) the taking, holding, protection or enforcement of the Secured Assets;

(iii) the exercise of any of the rights, powers, discretions, authorities and remedies vested in the Pledgee by this Agreement or by law;

(iv) any default by the Pledgor in the performance of any of the obligations expressed to be assumed by it in this Agreement;

(v) instructing lawyers, accountants, tax advisers, surveyors, a financial adviser or other professional advisers or experts as permitted under this Agreement; or

(vi) acting as Pledgee under the this Agreement or which otherwise relates to any of the Secured Assets (otherwise, in each case, than by reason of the relevant Pledgee's gross negligence, wilful misconduct or fraud).

(b) The Pledgee may indemnify itself out of the Secured Assets in respect of, and pay and retain, all sums necessary to give effect to the indemnity in paragraph (a) above and shall have a lien on the Secured Assets and the proceeds of the enforcement of the Secured Assets for all monies payable to it.

(c) The Pledgor hereby further undertakes to the Pledgee that all monies payable by the Pledgor to the Pledgee under this Agreement shall be made without set-off, counterclaim, deduction or withholding unless compelled by law in which event the Pledgor will pay such additional amounts as will result in the receipt by the Pledgee of the amounts which would otherwise have been payable by the Pledgor to the Pledgee under this Agreement in the absence of any such set-off, counterclaim, deduction or withholding.

(d) This clause shall continue in full force and effect notwithstanding such discharge or termination of this Agreement or the resignation or removal of the Pledgee.

20. FURTHER ASSURANCE

The Pledgor must, at its own expense, take whatever action the Pledgee may require for: (a) creating, perfecting or protecting (including by way of amendment to the registration particulars of) of the Security Interest; or (b) facilitating the realisation of the Secured Assets, or the exercise of any right, power or discretion exercisable, by the Pledgee in respect of the Secured Assets.

21. NO PARTNERSHIP OR AGENCY

Nothing in this Agreement shall be deemed to constitute a partnership between the parties or constitute either Party the agent of the other Party.

22. NON-RELIANCE

Each Party agrees and acknowledges that, in entering into this Agreement:

(a) it is not relying on any representation, warranty or undertaking not expressly incorporated in it;

(b) it is sophisticated and knowledgeable in the matters contained in this Agreement and has acted in their own interests; and

(c) it has been represented by its own legal counsel.

23. COUNTERPARTS

This Agreement may be entered into in any number of counterparts, and this has the same effect as if the signatures were on a single copy of this Agreement. Electronic signatures shall be valid and binding to the same extent as original signatures.

24. GOVERNING LAW

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

25. DISPUTE RESOLUTION

25.1 **Jurisdiction in the Kingdom of Saudi Arabia**

Subject to Clause 25.2 (*Appropriate Forum*) below, the Pledgor irrevocably agrees for the benefit of the Pledgee that the Banking Disputes Committee shall have exclusive jurisdiction to hear any dispute arising out of or relating to this Agreement.

25.2 **Appropriate Forum**

(a) The Pledgor agrees for the benefit of the Pledgee that the Banking Disputes Committee or, if so required by the terms of the CPL and the Moveable Assets Law in connection with the enforcement of the security constituted under this Agreement, the Commercial Court and, following its assumption of the relevant responsibilities of the Commercial Court, the Enforcement Department of the General Courts, shall have jurisdiction to hear and determine any suit, action or proceedings arising out of or in connection with this Agreement and for that purpose irrevocably submits to the non-exclusive jurisdiction of the Banking Disputes Committee, the Commercial Court and the Enforcement Department of the General Courts.

(b) The submission of the Pledgor to the jurisdiction of the Banking Disputes Committee, the Commercial Court and the Enforcement Department of the General Courts shall not (and shall not be construed so as to) limit the right of the Pledgee to bring proceedings against the Pledgor in any other court of competent jurisdiction nor shall the taking of proceedings in any one or more jurisdiction(s) preclude the taking of proceedings in any other jurisdiction, whether concurrently or not. The Pledgor irrevocably and unconditionally agrees to refrain from invoking the jurisdiction of the Banking Disputes Committee, the Commercial Court and the Enforcement Department of the General Courts in the event that the Pledgee has exercised its right to take proceedings against the Pledgor in any other court of competent jurisdiction.

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

SCHEDULE 1
INITIAL RECEIVABLES

SCHEDULE 2
INITIAL RECEIVABLES REGISTRATION INFORMATION

SCHEDULE 3
FUTURE RECEIVABLES REGISTRATION INFORMATION

SCHEDULE 4
FUTURE RECEIVABLES NOTICE FORM

SIGNATURE PAGE

IN WITNESS WHEREOF, this Agreement has been signed by the duly authorized representatives of the Parties on the date first above written.

as Pledgor

Signed for and on behalf of
CENTOGENE GMBH

By: /s/ Dr. Peter Bauer

Name: Dr. Peter Bauer

Title: Chief Medical and Genomic Officer

Date:

By: /s/ Thomas Wiedermann

Name: Thomas Wiedermann

Title: Chief Restructuring Officer

Date:

The Pledgee

Signed for and on behalf of
GENOMICS INNOVATIONS COMPANY LIMITED

By: /s/ Jeremy Panacheril

Name: Jeremy Panacheril

Title: Chairman

Date:

Exhibit 99.5

FORBEARANCE AGREEMENT, CONSENT AND FIFTH AMENDMENT TO LOAN AND SECURITY AGREEMENT

THIS FORBEARANCE AGREEMENT, CONSENT AND FIFTH AMENDMENT TO LOAN AND SECURITY AGREEMENT (this "**Amendment**") is entered into as of November 12, 2024, by and among OXFORD FINANCE LLC, a Delaware limited liability company with an office located at 115 South Union Street, Suite 300, Alexandria, VA 22314 ("**Oxford**"), as collateral agent (in such capacity, "**Collateral Agent**"), the Lenders listed on Schedule 1.1 thereof or otherwise a party thereto from time to time (each a "**Lender**" and collectively, the "**Lenders**"), CENTOGENE N.V., a public limited liability company (*naamloze vennootschap*) incorporated under the laws of the Netherlands, having its corporate seat (*statutaire zetel*) in Amsterdam, the Netherlands and with offices located at Am Strande 7, 18055 Rostock, Germany and registered with the Chamber of Commerce (*Kamer van Koophandel*) under number 72822872 ("**Parent**"), CENTOGENE GMBH, a company with limited liability (*Gesellschaft mit beschränkter Haftung*) incorporated under the laws of Germany with offices located at Am Strande 7, 18055 Rostock, Germany, and registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Rostock under HRB 14967 ("**Centogene Germany**"), CENTOSAFE B.V., a private limited liability company (*besloten vennootschap*) incorporated under the laws of the Netherlands, having its corporate seat (*statutaire zetel*) in Amsterdam, the Netherlands and with offices located at Am Strande 7, 18055 Rostock, Germany and registered with the Chamber of Commerce (*Kamer van Koophandel*) under number 80366120 ("**Centosafe**"), and CENTOGENE US, LLC, a Delaware limited liability company with offices located at 99 Erie Street, Cambridge, MA 02139 (together with Parent, Centogene Germany and Centosafe, individually and collectively, jointly and severally, "**Borrower**").

A. Collateral Agent, Borrower and Lenders have entered into that certain Loan and Security Agreement dated as of January 31, 2022, as amended by that certain First Amendment to Loan and Security Agreement dated as of July 28, 2022, as amended by that certain Second Amendment to Loan and Security Agreement dated as of April 30, 2023, as amended by that certain Third Amendment to Loan and Security Agreement dated as of November 1, 2023, and as amended by that certain Limited Waiver, Consent and Fourth Amendment to Loan and Security Agreement dated as of May 12, 2024 (as further amended, supplemented or otherwise modified from time to time, the "**Loan Agreement**") pursuant to which Lenders have provided to Borrower certain loans in accordance with the terms and conditions thereof;

B. Events of Default have occurred and are continuing under (i) Section 8.2(a) of the Loan Agreement based on Borrower's failure to comply with its obligations set forth in Schedule 1 to Section 6.15 of the Loan Agreement as Borrower has not, on or before June 15, 2024, executed a non-binding term sheet for a strategic transaction for the acquisition of Parent on terms acceptable to Collateral Agent and Lenders; (ii) Section 8.2(a) of the Loan Agreement based on Borrower's failure to comply with its obligations set forth in Schedule 1 to Section 6.15 of the Loan Agreement as Borrower has not, on or before July 15, 2024, executed and publicly announced a definitive agreement with respect to such strategic transaction on terms acceptable to Collateral Agent and Lenders; (iii) Section 8.2(a) of the Loan Agreement based on Borrower's failure to comply with its obligations set forth in Section 6.15 of the Loan Agreement to enter into an engagement with a chief restructuring/transformation officer for the purpose of maximizing Borrower's ability to reach and maintain positive cash flow and the closing of a strategic transaction with the terms of such engagement acceptable to Collateral Agent as outlined to Borrower via an email from Collateral Agent's counsel to Borrower's counsel on June 3, 2024, re-affirmed with Borrower during a call with Borrower, Collateral Agent and counsel for both Borrower and Collateral Agent on June 5, 2024 and with Borrower's acceptance of such approach during such call; and Oxford has asserted that Events of Default have occurred and are continuing under (y) Section 8.2(a) of the Loan Agreement based on Borrower's failure to provide information reasonably requested by Collateral Agent pursuant to Section 6.2(a)(ix) on multiple occasions, including, without limitation, (A) Borrower's failure to provide reasonably detailed information regarding the strategic transaction as requested by Collateral Agent via emails from Collateral Agent's counsel to Borrower's counsel on May 30, 2024 and again on June 7, 2024, and (B) Borrower's failure to confirm if it had already executed an agreement for the engagement of a chief restructuring/transformation officer as requested by Collateral Agent via emails from Collateral Agent's counsel to Borrower's counsel on June 6, 2024 and June 7, 2024 and (z) Section 8.2(b) of the Loan Agreement based on Parent's failure to comply with its obligations set forth in Section 4.1 of that certain Assignment of Receivables Agreement dated December 11, 2023 between Parent and Agent (the "**Saudi Security Agreement**"), including Parent's failure to (A) inform Genomics Innovations Company Limited ("**Genomics**") of the assignment contemplated by the Saudi Security Agreement by providing to it a notice duly signed by Parent in substantially the form attached to the Saudi Security Agreement (the "**Saudi Notice**"), and (B) procure that Genomics sign and return to Oxford an acknowledgment of the Saudi Security Agreement on the same date that the Saudi Notice is provided to Genomics (together, the "**Existing Events of Default**");

C. Borrower has requested that Collateral Agent and Lenders forbear from exercising their rights and remedies against Borrower in connection with the Existing Events of Default during the Forbearance Period (as defined below). Although Collateral Agent and Lenders are not under any obligation to do so, Collateral Agent and Lenders hereby agree to forbear from exercising their rights and remedies against Borrower during the Forbearance Period on the terms and conditions set forth in this Amendment, so long as Borrower complies with the terms, covenants and conditions set forth in this Amendment;

D. Borrower desires that Parent enter into that certain Share Purchase Agreement to be dated on or about the date hereof by and among Parent and Charme IV, an Italian fund represented by Charme Capital Partners Limited and registered in England and Wales (the "**Buyer**") (together with all exhibits and schedules thereto, in substantially the form attached hereto as Exhibit A and as the same may be amended to the extent permitted by Section 3 hereof, the "**Charme SPA**");

E. Borrower desires that Centogene Germany enter into that certain Short Term Loan Facility Agreement to be dated on or about the date hereof by and between Centogene Germany and Genomics (together with all exhibits and schedules thereto, in substantially the form attached hereto as Exhibit B and as the same may be amended to the extent permitted by Section 3 hereof, the "**Short Term Loan Facility**");

F. Section 7.1 of the Loan Agreement requires Borrower to obtain the consent of Collateral Agent and Required Lenders to enter into the Charme SPA and Sections 7.4 and 7.5 of the Loan Agreement requires Borrower to obtain the consent of Collateral Agent and Required Lenders to enter into the Short Term Loan Facility and consummate the transaction contemplated thereby and Borrower has requested that Collateral Agent and Required Lenders provide such consent, and Collateral Agent and Required Lenders have agreed to provide such consent subject to, and in accordance with, the terms and conditions set forth herein, and in reliance upon the representations and warranties set forth herein;

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

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

AGREEMENT

NOW, THEREFORE, in consideration of the promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Borrower, the Required Lenders and Collateral Agent hereby agree as follows:

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

2. Forbearance. Subject to all the terms and conditions set forth herein, Collateral Agent and each Lender hereby agree to forbear from filing any legal action or instituting or enforcing any rights and remedies against Borrower (including, without limitation, accelerating the date on which any payment is due) from the date first set forth above (the "**Forbearance Effective Date**") until the date which is the earliest to occur of (a) the occurrence after the date hereof of any Specified Event of Default and (b) the Outside Date (as defined below) (the earliest such date, the "**Forbearance Termination Date**"). This Amendment does not otherwise constitute a waiver or release by Collateral Agent and Lenders of any obligations of Borrower pursuant to the Loan Documents of the Existing Events of Default, any other existing Event of Default or any Event of Default which may arise in the future after the date of execution of this Amendment. Borrower understands that Collateral Agent and Lenders have made no commitment and are under no obligation whatsoever to grant any additional extensions of time at the end of the Forbearance Period. The time period between the Forbearance Effective Date and the Forbearance Termination Date is referred to herein as the "**Forbearance Period**." The defined term "Outside Date" means the earliest of (i) March 31, 2025 or such later date as agreed to in writing by Collateral Agent in its sole discretion, (ii) if the EGM Condition (as defined in the Charme SPA) is not satisfied, the date of the EGM, and (iii) the date that the Charme SPA is terminated either by Buyer or Parent.

3. Consent. Subject to the terms and conditions hereof, Collateral Agent and Required Lenders hereby consent to the execution, delivery and performance of the Charme SPA in substantially the form attached hereto as Exhibit A and consummation of the transactions contemplated thereby. Any amendment to the Charme SPA, including any exhibit or schedule thereto, or written waiver of any condition contained therein, that is adverse to Borrower or Lenders in any material respect, or could reasonably be expected to be adverse to Borrower or Lenders in any material respect, shall require the prior written approval of Collateral Agent and Required Lenders. Subject to the terms and conditions hereof, Collateral Agent and Required Lenders hereby consent to the execution, delivery and performance of the Short Term Loan Facility in substantially the form attached hereto as Exhibit B and consummation of the transactions contemplated thereby. Any amendment to the Short Term Loan Facility, including any exhibit or schedule thereto, or written waiver of any condition contained therein, that is adverse to Borrower or Lenders in any material respect, or could reasonably be expected to be adverse to Borrower or Lenders in any material respect, shall require the prior written approval of Collateral Agent and Required Lenders. Borrower's Indebtedness pursuant to the Short Term Loan Facility shall be Subordinated Debt.

4. Limitation of Consent. Except for the consent set forth in Section 3 above, Collateral Agent and the Lenders have not consented to, and are not consenting to, any other transaction or action or inaction in violation of the Loan Agreement or any other Loan Document. The consent set forth in Section 3 above is effective for the purposes set forth therein and shall be limited precisely as written and shall not (a) be deemed to be a consent to any amendment, waiver or modification of any other term or condition of any Loan Document, including, without limitation, a waiver of any default or Event of Default under the Loan Agreement resulting from Borrower's failure to consummate the transactions contemplated by the Charme SPA, (b) limit or impair Collateral Agent's or any Lender's right to demand strict performance of all other covenants, or (c) prejudice any right, remedy or obligation which Collateral Agent, Lenders or Borrower may now have or may have in the future under or in connection with any Loan Document.

5. Amendments to Loan Agreement.

5.1 Section 2.2(b) (Repayment). Section 2.2(b) of the Loan Agreement is hereby amended and restated as follows:

"(b) Repayment. Borrower shall make monthly payments of interest only commencing on the first (1st) Payment Date following the Funding Date of each Term Loan, and continuing on the Payment Date of each successive month thereafter through and including the Payment Date immediately preceding the Amortization Date. Borrower agrees to pay, on the Funding Date of each Term Loan, any initial partial monthly interest payment otherwise due for the period between the Funding Date of such Term Loan and the first Payment Date thereof. Commencing on the Amortization Date, and continuing on the Payment Date of each month thereafter, Borrower shall make consecutive equal monthly payments of principal, together with applicable interest, in arrears, to each Lender, as calculated by Collateral Agent (which calculations shall be deemed correct absent manifest error) based upon: (1) the amount of such Lender's Term Loan, (2) the effective rate of interest, as determined in Section 2.3(a), and (3) a repayment schedule equal to (A) nineteen (19) months (but with twenty (20) payments to account for the payments on January 1, 2028 and January 29, 2028) if the Amortization Date is July 1, 2026 and (B) twelve (12) months (but with thirteen (13) payments to account for the payments on January 1, 2028 and January 29, 2028) if the Amortization Date is February 1, 2027. All unpaid principal and accrued and unpaid interest with respect to each Term Loan is due and payable in full on the Maturity Date. Each Term Loan may only be prepaid in accordance with Sections 2.2(c) and 2.2(d). Notwithstanding anything herein to the contrary, on each of the Payment Dates of December 1, 2024, January 1, 2025, February 1, 2025 and March 1, 2025, respectively, the Borrower's interest payment due on such Payment Date shall be paid-in-kind, and not in cash, on such Payment Date by adding the amount of interest due on such Payment Date to the then outstanding principal balance of the Term Loans on such Payment Date so as to increase the outstanding principal balance of the Term Loans on such Payment Date."

5.2 Section 6.15 (Financial Consultancy Engagements). The last sentence of Section 6.15 of the Loan Agreement is hereby deleted.

5.3 Section 6.16 (CRO Matters). New Section 6.16 is hereby added after Section 6.15 of the Loan Agreement as follows:

"**Section 6.16 (CRO Matters).** (a) Allow Collateral Agent full and direct communication with the CRO at all times pursuant to the terms of the CRO Contract, (b) upon written request by Oxford, to the extent applicable, inform Oxford of the reasoning for disregarding the CRO's recommendations and/or concerns with respect to such management decisions related to strategic corporate transactions and/or restructuring-related transaction, and (c) comply with all other requirements under the CRO Contract, the Power of Attorney and the CRO Service Agreement promptly and in accordance with the terms thereof and in particular ensure that the CRO can act independently to the extent foreseen under the CRO Contract, the Power of Attorney and/or the CRO Service Agreement and has the rights which are required for the proper performance of the tasks that the CRO has assumed, including, without limitation, being empowered to make executive decisions in line with such agreements (if necessary)."

5.4 Section 6.17 (Absence of Key Person). New Section 6.17 is hereby added after Section 6.16 of the Loan Agreement as follows:

"**Section 6.17 (Absence of Key Person).** In the event that any Key Person of Borrower will be (or is likely to be) absent for more than five (5) consecutive Business Days, whether due to vacation, leave, illness or otherwise, Borrower shall use commercially reasonable efforts to provide prompt written notice to Collateral Agent of such anticipated absence upon obtaining knowledge thereof."

5.5 Section 6.18 (Charme SPA). New Section 6.18 is hereby added after Section 6.17 of the Loan Agreement as follows:

"**Section 6.18 (Charme SPA).** Borrower shall comply in all material respects with the terms of the Charme SPA and the closing of the transactions contemplated by the Charme SPA shall occur no later than March 31, 2025 or such later date as agreed to in writing by the Collateral Agent in its sole discretion."

5.6 Section 7.13 (CRO Matters). New Section 7.13 is hereby added after Section 7.12 of the Loan Agreement as follows:

"**Section 7.13 (CRO Matters and Financial Consultancy Matters).** Amend, revoke, withdraw, terminate, annul, dissolve or take any similar action with respect to the terms of (a) the CRO Contract, (b) the Power of Attorney (as defined in the CRO Contract) granted to the CRO pursuant to the terms of the CRO Contract and (c) the CRO Service Agreement; provided, however, Borrower may, pursuant to and in accordance with the terms of the CRO Contract, the Power of Attorney and the CRO Service Agreement, (i) replace the CRO so long as a new CRO acceptable to Collateral Agent is appointed promptly (but in no event more than three (3) Business Days) at the time of such replacement, (ii) amend the scope of the duties of the CRO (or any replacement of the CRO), (iii) revoke the Power of Attorney (so long as a new Power of Attorney is granted to the replacement CRO promptly (but in no event more than three (3) Business Days) at the time of such replacement), and (iv) terminate the CRO Service Agreement (so long as a new CRO Service Agreement is entered into with the replacement CRO promptly (but in no event more than three (3) Business Days) at the time of such replacement). Amend, revoke, withdraw, terminate, annul, dissolve or taken any similar action with respect to any agreement between Borrower and Oliver Wyman; provided, however, from and after October 22, 2024, the scope of services under such agreement may be modified so as to reduce the fees owed to Oliver Wyman to approximately €120,000 per month."

5.7 Section 7.14 (Bonus and Severance Payments; Agreements). New Section 7.14 is hereby added after Section 7.13 of the Loan Agreement as follows:

"**Section 7.14 (Bonus and Severance Payments; Agreements).** (a) Pay any bonuses to, or increase the compensation, including any bonus or severance amounts, of, any employee or independent contractor of Borrower or any of its Subsidiaries; provided, however, Borrower may continue to pay commissions to the sales personnel of Borrower in accordance with Borrower's commission agreements in effect as of the Fifth Amendment Effective Date, (b) pay any severance or similar compensation to the Chief Executive Officer, Chief Financial Officer or Chief Medical Officer of Borrower or any of its Subsidiaries, or (c)(i) amend any employment agreement or consulting agreement of any member of the executive management team of Borrower or any of its Subsidiaries that is in effect as of the Fifth Amendment Effective Date or (ii) enter into any new employment agreement or consulting agreement with any existing or prospective member of the executive management team of Borrower or any of its Subsidiaries after the Fifth Amendment Effective Date; provided that, notwithstanding anything to the contrary set forth herein, this Section 7.14 shall not restrict the payment of any bonus, compensation or severance to the extent required by applicable law or committed to be paid by any agreement between any member of the executive management team of Borrower or any of its Subsidiaries and any Borrower or any of its Subsidiaries that is executed and in effect prior to the Fifth Amendment Effective Date."

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

"(a) Borrower or any of its Subsidiaries fails or neglects to perform any obligation in Sections 6.2 (Financial Statements, Reports, Certificates), 6.4 (Taxes), 6.5 (Insurance), 6.6 (Operating Accounts), 6.7 (Protection of Intellectual Property Rights), 6.9 (Notice of Litigation and Default), 6.10 (Financial Covenant), 6.11 (Landlord Waivers; Bailee Waivers), 6.12 (Creation/Acquisition of Subsidiaries), 6.15 (Financial Consultancy Engagements), 6.16 (CRO Matters), 6.17 (Absence of Key Person), 6.18 (Charme SPA) or Borrower violates any covenant in Section 7; or".

5.9 Section 13 (Definitions). The following terms and their respective definitions are hereby amended and restated in their entirety in Section 13.1 of the Loan Agreement as follows:

"**Key Person**" is each of Parent's (i) Chief Executive Officer, who is Kim Stratton as of the Fifth Amendment Effective Date, (ii) [reserved], (iii) Chief Medical and Genomic Officer, who is Prof. Peter Bauer, M.D. as of the Fifth Amendment Effective Date, (iv) Chief Commercial Officer, who is Ian Rentsch as of the Fifth Amendment Effective Date, and (v) Chief Restructuring Officer, who is Thomas Wiedermann as of the Fifth Amendment Effective Date.

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

"**Charme SPA**" has the meaning set forth in the Fifth Amendment.

"**CRO**" means the Chief Restructuring Officer of Borrower, who initially shall be Thomas Wiedermann.

"**CRO Contract**" is that certain Manager-Leasing Contract dated as of August 11, 2024 among Parent, Centogene Germany and Atreus Interim Management GmbH, which replaces, in its entirety, that certain Manager-Leasing Contract dated as of June 4, 2024.

"**CRO Service Agreement**" is that certain Service Agreement dated as of August 18, 2024 between Parent and the CRO.

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

"**Fifth Amendment Effective Date**" is November 12, 2024.

"**Specified Events of Default**" means each Event of Default specified in the following Sections of this Agreement: (a) Section 8.1 (Payment Default), Section 8.3 (Material Adverse Change), Section 8.5 (Insolvency) and (b) any other Section in Article 8 but only if Collateral Agent and Lenders determine, reasonably and in good faith, that such Event of Default is material or could reasonably be expected to become material.

6. Limitation of Forbearance and Amendments.

6.1 The forbearance set forth in Section 2 above and the amendments set forth in Section 5 above are effective for the purposes set forth herein and shall be limited precisely as written and shall not be deemed to (a) be a consent to any amendment, waiver or modification of any other term or condition of any Loan Document, or (b) otherwise prejudice any right, remedy or obligation which Lenders or Borrower may now have or may have in the future under or in connection with any Loan Document, as amended hereby.

6.2 This Amendment shall be construed in connection with and as part of the Loan Documents and all terms, conditions, representations, warranties, covenants and agreements set forth in the Loan Documents are hereby ratified and confirmed and shall remain in full force and effect.

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

7.1 Immediately after giving effect to this Amendment (a) the representations and warranties contained in the Loan Documents are true, accurate and complete in all material respects as of the date hereof (except to the extent such representations and warranties relate to an earlier date, in which case they are true and correct in all material respects as of such date) and (b) other than the Existing Events of Default, no Event of Default has occurred and is continuing;

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

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

7.4 The organizational documents of Borrower delivered to Collateral Agent on the Effective Date, and updated pursuant to subsequent deliveries by or on behalf of the Borrower to Collateral Agent, remain true, accurate and complete and have not been amended, supplemented or restated and are and continue to be in full force and effect;

7.5 The execution and delivery by Borrower of this Amendment and the performance by Borrower of its obligations under the Loan Agreement, as amended by this Amendment, do not contravene (i) any material law or regulation binding on or affecting Borrower, (ii) any material contractual restriction with a Person binding on Borrower, (iii) any order, judgment or decree of any court or other governmental or public body or authority, or subdivision thereof, binding on Borrower, or (iv) the organizational documents of Borrower;

7.6 The execution and delivery by Borrower of this Amendment and the performance by Borrower of its obligations under the Loan Agreement, as amended by this Amendment, do not require any order, consent, approval, license, authorization or validation of, or filing, recording or registration with, or exemption by any governmental or public body or authority, or subdivision thereof, binding on Borrower, except as already has been obtained or made; and

7.7 This Amendment has been duly executed and delivered by Borrower and is the binding obligation of Borrower, enforceable against Borrower in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, liquidation, moratorium or other similar laws of general application and equitable principles relating to or affecting creditors' rights.

8. Loan Document. Borrower, Lenders and Collateral Agent agree that this Amendment shall be a Loan Document. Except as expressly set forth herein, the Loan Agreement and the other Loan Documents shall continue in full force and effect without alteration or amendment. This Amendment and the Loan Documents represent the entire agreement about this subject matter and supersede prior negotiations or agreements.

9. Release by Borrower.

9.1 FOR GOOD AND VALUABLE CONSIDERATION, Borrower hereby forever relieves, releases, and discharges Collateral Agent and each Lender and their respective present or former employees, officers, directors, agents, representatives, attorneys, and each of them, from any and all claims, debts, liabilities, demands, obligations, promises, acts, agreements, costs and expenses, actions and causes of action, of every type, kind, nature, description or character whatsoever, whether known or unknown, suspected or unsuspected, absolute or contingent, arising out of or in any manner whatsoever connected with or related to facts, circumstances, issues, controversies or claims existing or arising from the beginning of time through and including the date of execution of this Amendment solely to the extent such claims arise out of or are in any manner whatsoever connected with or related to the Loan Documents, the Recitals hereto, any instruments, agreements or documents executed in connection with any of the foregoing or the origination, negotiation, administration, servicing and/or enforcement of any of the foregoing (collectively "**Released Claims**").

9.2 By entering into this release, Borrower recognizes that no facts or representations are ever absolutely certain and it may hereafter discover facts in addition to or different from those which it presently knows or believes to be true, but that it is the intention of Borrower hereby to fully, finally and forever settle and release all matters, disputes and differences, known or unknown, suspected or unsuspected in relation to the Released Claims; accordingly, if Borrower should subsequently discover that any fact that it relied upon in entering into this release was untrue, or that any understanding of the facts was incorrect, Borrower shall not be entitled to set aside this release by reason thereof, regardless of any claim of mistake of fact or law or any other circumstances whatsoever. Borrower acknowledges that it is not relying upon and has not relied upon any representation or statement made by Collateral Agent or Lenders with respect to the facts underlying this release or with regard to any of such party's rights or asserted rights.

9.3 This release may be pleaded as a full and complete defense and/or as a cross-complaint or counterclaim against any action, suit, or other proceeding that may be instituted, prosecuted or attempted in breach of this release. Borrower acknowledges that the release contained herein constitutes a material inducement to Collateral Agent and Lenders to enter into this Amendment, and that Collateral Agent and Lenders would not have done so but for Collateral Agent's and Lenders' expectation that such release is valid and enforceable in all events.

10. Effectiveness. This Amendment shall be effective as of the date hereof upon Collateral Agent's receipt of fully executed copies of (i) this Amendment, (ii) the Charme SPA, (iii) the Short Term Loan Facility and (iv) a subordination agreement between Genomics and Collateral Agent in substantially the same form as the PIC Subordination Agreement with respect to the Short Term Loan Facility.

11. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same instrument. Delivery by electronic transmission (e.g. ".pdf") of an executed counterpart of this Amendment shall be effective as a manually executed counterpart signature thereof.

12. Governing Law. This Amendment and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the State of New York.

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date first set forth above.

BORROWER:

CENTOGENE N.V.

By /s/ K. N. Stratton
Name: K.N. Stratton
Title: CEO

CENTOGENE GMBH

By /s/ Dr. Peter Bauer
Name: Dr. Peter Bauer
Title: Chief Medical and Genomic Officer

CENTOSAFE B.V.

By /s/ Alberto Cocheteux Moldes
Name: Alberto Cocheteux Moldes
Title: V.P. Finance, External Reporting

CENTOGENE US, LLC

By /s/ Mario D' Alessandro
Name: Mario D'Alessandro
Title: Manager

COLLATERAL AGENT:

OXFORD FINANCE LLC

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

LENDERS:

OXFORD FINANCE CREDIT FUND II LP
By: Oxford Finance Advisors, LLC, as manager

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

OXFORD FINANCE CREDIT FUND III LP
By: Oxford Finance Advisors, LLC, as manager

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

Exhibit A

Charme SPA

Exhibit 99.6

PRESS RELEASE

CENTOGENE Signs Strategic Transaction With Private Equity Group Charme Capital Partners

CAMBRIDGE, Mass. and ROSTOCK, Germany and BERLIN, November 13, 2024 (GLOBE NEWSWIRE) – Centogene N.V. (OTC: CNTGF) ("CENTOGENE" or the "Company"), the essential life science partner for data-driven answers in rare and neurodegenerative diseases, today announced it has concluded its strategic review process and has entered into a Share Purchase Agreement ("SPA") pursuant to which its operating subsidiaries will be sold to an affiliate of Charme Capital Partners Limited ("Charme"), a pan-European private equity firm, for a cash purchase price of EUR 8,717,906.80. In connection with the transaction, Centogene GmbH will receive funding, secured by Saudi accounts receivables, from its Saudi Arabian joint venture Genomics Innovations Company Limited (Lifera Omics) (the "JV") to provide it liquidity to the closing date, and the Company shall be relieved of all existing liabilities owing to the Company's senior secured lender Oxford Finance LLC ("Oxford"). The sale transaction is expected to close in the first quarter of 2025.

The Company's Management Board and Supervisory Board, on the basis of a recommendation by the Company's fully independent Transaction Committee, have unanimously approved and unanimously recommend to shareholders the proposed transaction, as they believe it is in the best interest of CENTOGENE and its shareholders and other stakeholders and will create sustainability for the business and its mission.

Transaction Highlights

- The proposed transaction is the result of an extensive strategic alternatives review process announced by the Company in February 2024 and is expected to result in minimal disruption to CENTOGENE's customers, bolster dedication to quality and service, and foster ongoing innovation for the benefit of patients

- The Company has entered into definitive agreements with Charme for the sale of 100% ownership in Centogene GmbH, CENTOGENE's sole operating subsidiary, certain intercompany receivables, and assumption of the Company's loan granted by Oxford for a purchase price of EUR 8,717,906.80. Charme also intends to inject additional capital into Centogene GmbH at closing, which will be used to financially realign the business and promote strategic growth

- The aggregate purchase price represents a premium of up to approximately 25% to the Centogene N.V. closing price per share on November 12, 2024, the last trading day prior to the proposed transaction's announcement, and a premium of up to approximately 19% to the average volume weighted closing price per share for the 60 days prior to and including November 12, 2024, of USD 0.17

- The Company will convene an Extraordinary General Meeting ("EGM") in connection with the proposed transaction in December 2024. The Company's Management Board and the Supervisory Board unanimously recommend that shareholders vote in favor of the resolutions to be proposed at the EGM

- The three longstanding (direct or indirect) shareholders of the Company, Deutsche Private Equity DPE, TVM Capital, and Care Ventures, as well as all the Managing Directors of Centogene N.V. have irrevocably undertaken on customary terms and conditions to vote their respective shares in the Company in favor of the resolutions. Together, these votes represent approximately 57% of the Company's outstanding shares

- The proposed transaction is expected to close in the first quarter of 2025, subject to the satisfaction or waiver of certain conditions, including (1) completion of all regulatory requirements in Saudi Arabia, (2) approval with a majority of the votes cast in the EGM, (3) the execution and effectiveness of agreements to transfer to Centogene GmbH all of the Company's equity and commercial interests in the JV, (4) the assumption by Charme's affiliate of all of the Company's rights, obligations and liabilities under the existing Convertible Loan Agreement between the Company and Pharmaceutical Investment Company and (5) the execution and effectiveness of an amendment and restatement of the Company's existing Loan and Security Agreement with Oxford pursuant to which Charme's affiliate will become party to the Loan and Security Agreement and the Company will be relieved of all rights, obligations and liabilities thereunder

- To ensure operational liquidity for the duration of the transaction process, the JV has agreed to provide Centogene GmbH up to EUR 15,000,000 in funding pursuant to a short-term loan facility, which will be secured by certain accounts receivable owing to the Company

Liquidation and Distribution to Shareholders

Following the closing of the proposed transaction, Centogene N.V. and its remaining subsidiaries (Centogene Switzerland AG and CentoSafe B.V.) will no longer have any operations. The Company intends to liquidate such remaining subsidiaries and propose to the Company's shareholders at the EGM that the Company enter into dissolution and liquidation in accordance with the laws of the Netherlands and its organizational documents. Thereafter, the Company intends to suspend its reporting obligations under the U.S. Securities Exchange Act and its securities will no longer be listed on the OTC market.

It is expected that the Company will make a liquidation distribution to its shareholders of up to $0.20 per share, although the exact liquidation distribution could be lower than $0.20 per share, depending on the outcome of the liquidation process, including the Company's running costs through the finalization of the liquidation process. The exact record date and payment date of the liquidation distribution will depend on the liquidation process and will be communicated by the Company on its website in due course.

Upcoming EGM

The Company will invite shareholders to its EGM relating to the transaction and the liquidation in December 2024 and will make available to its shareholders certain other materials in connection with such meeting.

The Company will file a Form 6-K with the U.S. Securities and Exchange Commission (the "SEC") regarding the transaction on November 13, 2024.

INVESTORS ARE ENCOURAGED TO READ CAREFULLY AND IN THEIR ENTIRETY THE MATERIALS MADE AVAILABLE TO SHAREHOLDERS IN CONNECTION WITH THE EGM AND THE FORM 6-K WHEN THEY BECOME AVAILABLE, AS THEY CONTAIN IMPORTANT INFORMATION ABOUT THE COMPANY, THE PROPOSED TRANSACTION AND RELATED MATTERS.

This announcement does not constitute an offer, or any solicitation of any offer, to buy or subscribe for any securities in Centogene N.V. This announcement is not for release, publication, or distribution, in whole or in part, in or into, directly or indirectly, in any jurisdiction in which such release, publication or distribution would be unlawful.

About CENTOGENE

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

Since our founding in 2006, CENTOGENE has been offering rapid and reliable diagnosis – building a network of approximately 30,000 active physicians. Our ISO, CAP, and CLIA certified multiomic reference laboratories in Germany utilize Phenomic, Genomic, Transcriptomic, Epigenomic, Proteomic, and Metabolomic datasets. This data is captured in our CENTOGENE Biodatabank, with over 850,000 patients represented from over 120 highly diverse countries, over 70% of whom are of non-European descent. To date, the CENTOGENE Biodatabank has contributed to generating novel insights for more than 300 peer-reviewed publications.

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

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

Forward-Looking Statements

This press release contains "forward-looking statements" within the meaning of the U.S. federal securities laws. Statements contained herein that are not clearly historical in nature are forward-looking, and the words "anticipate," "believe," "continues," "expect," "estimate," "intend," "project," "plan," "is designed to," "potential," "predict," "objective" and similar expressions and future or conditional verbs such as "will," "would," "should," "could," "might," "can," and "may," or the negative of these are generally intended to identify forward-looking statements. Forward-looking statements may include statements regarding the expected timing of the closing of the proposed transaction, the ability of the parties to complete the proposed transaction considering the various closing conditions, the sufficiency of the funding provided under the short-term loan agreement to finance the Company to the closing date of the proposed transaction, the amount of funds (if any) from the proposed transaction available to pay to the Company's stockholders in a liquidation distribution, the Company's plans to dissolve, liquidate and suspend its reporting obligations under the U.S. securities laws, and any assumptions underlying any of the foregoing. Such forward-looking statements involve known and unknown risks, uncertainties, and other important factors that may cause CENTOGENE's actual results, performance, or achievements to be materially different from any future results, performance, or achievements expressed or implied by the forward- looking statements. Such risks and uncertainties include, among others, (i) the risk that the proposed transaction may not be completed in a timely manner or at all, which may adversely affect the Company's business and prospects, (ii) uncertainties as to the timing of the consummation of the proposed transaction and the potential failure to satisfy the conditions to the consummation of the proposed transaction, including obtaining requisite shareholder and regulatory approvals, (iii) the proposed transaction may involve unexpected costs, liabilities or delays, (iv) the effect of the announcement, pendency or completion of the proposed transaction on the ability of the Company to retain and hire key personnel and maintain relationships with customers, suppliers and others with whom the Company does business, or on the Company's operating results and business generally, (v) the Company's business may suffer as a result of uncertainty surrounding the proposed transaction and disruption of management's attention due to the proposed transaction, (vi) the outcome of any legal proceedings related to the proposed transaction or otherwise, (vii) the Company may be adversely affected by other economic, business and/or competitive factors, (viii) the occurrence of any event, change or other circumstances that could give rise to the termination of the SPA and the proposed transaction, (ix) restrictions during the pendency of the proposed transaction that may impact the Company's ability to pursue certain business opportunities, (x) negative economic and geopolitical conditions and instability and volatility in the worldwide financial markets, (xi) possible changes in current and proposed legislation, regulations and governmental policies, (xii) the Company's ability to streamline cash usage, (xiiii) the Company's continued ongoing compliance with covenants linked to financial instruments, (xiv) the Company's requirement for additional financing and (xv) the Company's ability to continue as a going concern. For further information on the risks and uncertainties that could cause actual results to differ from those expressed in these forward-looking statements, as well as risks relating to CENTOGENE's business in general, see CENTOGENE's risk factors set forth in CENTOGENE's Form 20-F filed on May 15, 2024, with the SEC and subsequent filings with the SEC. Any forward-looking statements contained in this press release speak only as of the date hereof, and CENTOGENE specifically disclaims any obligation to update any forward-looking statement, whether as a result of new information, future events, or otherwise.

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