

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

FORM 6-K

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

For the date of November 28, 2023

Commission File Number 001-39124

**Centogene N.V.**

(Translation of registrant's name into English)

**Am Strande 7**

**18055 Rostock**

**Germany**

(Address of principal executive offices)

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

Form 20-F  Form 40-F

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

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

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## Centogene N.V.

On November 20, 2023, and pursuant to the joint venture agreement (the “Joint Venture Agreement”) that Centogene N.V. (“we” or the “Company”) entered into on June 26, 2023 with Pharmaceutical Investment Company (“PIC”), as amended by the variation agreement between the Company and PIC on October 23, 2023 (the “Variation Agreement”), Genomics Innovations Company Limited (the “JV”) was fully formed as a limited liability company organized under the laws of the Kingdom of Saudi Arabia. The full text of the Joint Venture Agreement was attached as Exhibit 99.2 to the Company’s Current Report on 6-K filed on June 27, 2023. The full text of the Variation Agreement to the Joint Venture Agreement was attached as Exhibit 99.1 to the Company’s Current Report on 6-K filed on October 27, 2023.

On November 28, 2023, the Company issued a press release titled “CENTOGENE and Lifera, a Public Investment Fund (PIF) Company, Complete Strategic Joint Venture Transaction” regarding the formation of the JV. A copy of the press release is attached hereto as Exhibit 99.1.

### **Consultancy Agreement**

On November 27, 2023, in connection with the formation of the JV, the Company entered into a consultancy agreement with the JV (the “Consultancy Agreement”) pursuant to which the Company will provide certain pre-agreed services, and other services which the parties reasonably determine are necessary from time to time, to the JV to support the JV in the construction, management and operation of a facility in the Kingdom of Saudi Arabia that will serve as a diagnostics center, laboratory and biodatabank. In consideration for the Company’s provision of the services to the JV, the JV will pay the Company a project consultation fee as well as performance-based milestone payments and commercial milestone payments. The JV can terminate the Consultancy Agreement two and a half years after the effective date of the agreement, upon nine months’ written notice. So long as the Joint Venture Agreement is in effect, the Consultancy Agreement will remain in effect for ten years, unless earlier terminated in accordance with its terms.

The foregoing summary of the Consultancy Agreement does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Consultancy Agreement attached as Exhibit 99.2 to this Current Report on Form 6-K, which is incorporated herein by reference.

### **Laboratory Services Agreement**

On November 27, 2023, in connection with the formation of the JV, the Company entered into a laboratory services agreement with the JV (the “Laboratory Services Agreement”) pursuant to which the Company will provide certain laboratory services to the JV in relation to patient samples collected in the Kingdom of Saudi Arabia. Such laboratory services will include (i) certain testing services that the Company sells or makes available to its other customers, as well as other testing services that may be agreed by the parties from time to time and (ii) certain dry-lab services, including analyzing and interpreting data and providing clinical reports to clinicians. In consideration for the Company’s performance of the services under the Laboratory Services Agreement, the JV will pay testing fees calculated based on an agreed methodology. The JV can terminate the Laboratory Services Agreement two and a half years after the effective date of the agreement, upon nine months’ written notice. The Laboratory Services Agreement will remain in effect until the expiration or termination of the Consultancy Agreement, unless earlier terminated in accordance with its terms.

The foregoing summary of the Laboratory Services Agreement does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Laboratory Services Agreement attached as Exhibit 99.3 to this Current Report on Form 6-K, which is incorporated herein by reference.

### **Technology Transfer and Intellectual Property License Agreement**

On November 27, 2023, in connection with the formation of the JV, the Company entered into a technology transfer and intellectual property license agreement with the JV (the “IP License Agreement”) pursuant to which the Company grants the JV an exclusive license to use certain know-how, patents and data in the Kingdom of Saudi Arabia to (i) receive the benefits provided by the Company under the Consultancy Agreement and Laboratory Services Agreement, (ii) operate its business, (iii) perform diagnostic testing services and (iv) access, view and manipulate certain data. In consideration for the license granted by the Company, the JV will pay an upfront payment and, beginning on the sixth anniversary of the JV’s incorporation until the 10th anniversary of the effective date of the IP License Agreement, the JV will pay a low-single digit royalty on the JV’s net revenue. The JV can terminate the IP License Agreement two and a half years after the effective date of the agreement, upon nine months’ written notice. So long as the Joint Venture Agreement is in effect, the IP License Agreement will remain in effect for ten years and automatically renew for successive one-year terms, unless earlier terminated in accordance with its terms.

The foregoing summary of the IP License Agreement does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the IP License Agreement attached as Exhibit 99.4 to this Current Report on Form 6-K, which is incorporated herein by reference.

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**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 28, 2023

CEN TOGENE N.V.

By: /s/ Jose Miguel Coego Rios

Name: Jose Miguel Coego Rios

Title: Chief Financial Officer

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## Exhibit Index

<b><u>Exhibit</u></b>	<b><u>Description of Exhibit</u></b>
<a href="#"><u>99.1</u></a>	<a href="#"><u>Press Release dated November 28, 2023</u></a>
<a href="#"><u>99.2<sup>^†</sup></u></a>	<a href="#"><u>Consultancy Agreement, dated November 27, 2023</u></a>
<a href="#"><u>99.3<sup>^†</sup></u></a>	<a href="#"><u>Laboratory Services Agreement, dated November 27, 2023</u></a>
<a href="#"><u>99.4<sup>^†</sup></u></a>	<a href="#"><u>Technology Transfer and Intellectual Property License Agreement, dated November 27, 2023</u></a>

<sup>^</sup> Certain exhibits and schedules to this Exhibit have been omitted in accordance with Item 601(a)(5) of Regulation S-K. The Company agrees to furnish supplementally a copy of any omitted exhibit or schedule to the SEC upon its request.

<sup>†</sup> Portions of this exhibit have been redacted in compliance with Regulation S-K Item 601(b)(10).

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**Press Release****CENTOGENE and Lifera, a Public Investment Fund (PIF) Company, Complete Strategic Joint Venture Transaction**

- Lifera Omics, newly formed Joint Venture (JV) to be based in Riyadh, Saudi Arabia, provides state-of-the-art genomic and multiomic testing services to patients, health systems, biopharma clients, and research institutions across the Gulf Cooperation Council (GCC) region
- CENTOGENE to receive an additional \$10 million upfront JV milestone payment, following an initial \$30 million investment from Lifera. Company eligible for additional performance-related milestone payments and revenue-based royalties until the year 2033
- CENTOGENE and Lifera executive leadership to present on the collaborative vision at Global Healthspan Summit on November 30 in Riyadh

**CAMBRIDGE, Mass. and ROSTOCK, Germany, and BERLIN, November 28, 2023 (GLOBE NEWSWIRE) --**

Centogene N.V. (Nasdaq: CNTG), the essential life science partner for data-driven answers in rare and neurodegenerative diseases, today announced that it has completed the transaction to form a new joint venture (JV) with Lifera, a biopharmaceutical company wholly-owned by the Public Investment Fund (PIF). The JV has been formed to increase local and regional access as well as rapid delivery of world-class genomic and multiomic testing to patients in Saudi Arabia and countries of the Gulf Cooperation Council (GCC). The new JV will be located in Riyadh, Saudi Arabia, and operate under the name 'Lifera Omics'.

"Completing this transaction marks a significant milestone on our mission to deliver data-driven, life-changing answers to patients and paves a pathway to achieving sustainable growth and profitability for CENTOGENE," said Kim Stratton, Chief Executive Officer at CENTOGENE. "We are now excited to leverage our leading diagnostics and multiomics expertise to build up Lifera Omics. This, together with Lifera's strong local presence and resources, will establish widespread access to local state-of-the-art genetic sequencing and multiomic testing tailored to regional needs."

"The completion of the joint venture with CENTOGENE marks the beginning of the next phase of Lifera's mission to grow Saudi Arabia's biopharma sector," commented Dr. Ibrahim Aljufalli, Chairman of the Lifera Board. "By combining CENTOGENE's expertise of rare, metabolic, and neurodegenerative diseases with our deep understanding of the local healthcare landscape, this marks an important moment for Saudi Arabia and the GCC – laying the foundation for our two companies to combine resources and bring superior healthcare solutions to patients and their families."

**Strong Synergy With Focus on Genetic Conditions**

CENTOGENE is the current market leader in outsourced genetic testing for patients in Saudi Arabia. Lifera Omics will build on this strength with an advanced laboratory and bioinformatics infrastructure, also leveraging the CENTOGENE Biodatabank. This is the world's largest real-world integrated multiomic data repository in rare and neurodegenerative diseases, which has more than 70 million unique variants and over 60,000 Saudi Arabian patient datasets. Lifera Omics will develop capabilities for genetic and multiomic testing and interpretation, working collaboratively with CENTOGENE globally, and serving as a

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vehicle for large national screening and genomics programs. As such, patients in Saudi Arabia and the GCC, a rapidly growing region with over 56 million inhabitants, will have increased access to the world's most advanced and effective diagnostic offerings, which is at the core of Lifera's strategic objectives to contribute to improving national resilience and health outcomes.

### **Additional Information**

Under the terms of the transaction, both Lifera and CENTOGENE will make an investment into Lifera Omics, and the initial funding will reflect an ownership structure of an 80%-20% split between Lifera and CENTOGENE, respectively. CENTOGENE is also eligible for performance-related milestone payments, including a \$10 million upfront JV milestone payment, as well as revenue-based royalties until the year 2033. Both parties will be represented on the board of Lifera Omics, and two Lifera representatives will join CENTOGENE's Supervisory Board.

In addition, Lifera made an investment in CENTOGENE in the form of a mandatorily convertible loan with a total aggregate principal amount of \$30 million. The term of the convertible loan is six months, automatically converting into common stock no more than six months from October 26, 2023, while providing CENTOGENE the ability to trigger earlier conversion.

Moelis LLC acted as a financial advisor to CENTOGENE on the transaction. Davis Polk & Wardwell London LLP acted as legal advisor to CENTOGENE on the transaction. Ernst & Young acted as financial advisor to Lifera on the transaction. Latham & Watkins acted as legal advisor to Lifera on the transaction.

Additional information regarding this announcement and the Companies' Joint Venture can be found in the Current Report on Form 6-K that the Company intends to file today with the U.S. Securities and Exchange Commission and Form 6-K filed by the Company on Oct 27, 2023.

### **Upcoming Presentation Details**

CENTOGENE and Lifera management will be presenting at the Global Healthspan Summit at the Four Seasons Hotel in Riyadh on November 30, 2023. To learn more about the event and their presentation on the impact of collaboration in accelerating precision medicine, visit: <https://link.centogene.com/ghs>

### **About Lifera**

Lifera is a new biopharmaceutical company dedicated to advancing Saudi Arabia's biopharmaceutical sector and building national health resilience. By developing local manufacturing capacity for vaccines, insulin, plasma therapeutics and other biologics, as well as investing in genetic testing and precision medicine, Lifera aims to ensure people in Saudi Arabia have access to reliable and affordable medicines.

Lifera will do this through partnerships and investments with leading international and Saudi companies to transfer global expertise and technology to Saudi Arabia. Wholly-owned by the Public Investment Fund (PIF), Lifera's differentiated vision and mission make it an ideal partner to build the biopharmaceutical sector in Saudi Arabia.

### **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

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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 800,000 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 285 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](http://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,” “continue,” “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. Such forward-looking statements involve known and unknown risks, uncertainties, and other important factors that may cause CENTOGENE’s actual results, performance, or achievements to be materially different from any future results, performance, or achievements expressed or implied by the forward-looking statements. Such risks and uncertainties include, among others, negative economic and geopolitical conditions and instability and volatility in the worldwide financial markets, possible changes in current and proposed legislation, regulations and governmental policies, pressures from increasing competition and consolidation in our industry, the expense and uncertainty of regulatory approval, including from the U.S. Food and Drug Administration, our reliance on third parties and collaboration partners, including our ability to manage growth, execute our business strategy and enter into new client relationships, our dependency on the rare disease industry, our ability to manage international expansion, our reliance on key personnel, our reliance on intellectual property protection, fluctuations of our operating results due to the effect of exchange rates, our ability to streamline cash usage, our continued ongoing compliance with covenants linked to financial instruments, our requirement for additional financing, and our ability to continue as a going concern, or other factors. For further information on the risks and uncertainties that could cause actual results to differ from those expressed in these forward-looking statements, as well as risks relating to CENTOGENE’s business in general, see CENTOGENE’s risk factors set forth in CENTOGENE’s Form 20-F filed on May 16, 2023, with the Securities and Exchange Commission (the “SEC”) and subsequent filings with the SEC. Any forward-looking statements contained in this press release speak

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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.

## **CONTACT**

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**GENOMICS INNOVATIONS COMPANY LIMITED**

**(“Company”)**

and

**CENTOGENE N.V.**

**(“NV”)**

dated 27 November 2023

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**CONSULTANCY AGREEMENT**

related to

**KSA FACILITY**

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## CONSULTANCY AGREEMENT

This **CONSULTANCY AGREEMENT** (the “**Agreement**”) is dated 27 November 2023 (the “**Effective Date**”), and is entered into by and between:

- (1) **GENOMICS INNOVATIONS COMPANY LIMITED**, a company organized under the laws of the Kingdom of Saudi Arabia with a registered office at Building No. 3936, 6651 Al Nakheel District, 12382 Riyadh, Kingdom of Saudi Arabia (“**Company**”); and
- (2) **CENTOGENE N.V.**, a company organized under the laws of the Netherlands with a registered office at Am Strande 7, 18055 Rostock, Germany (“**NV**”).

Company and NV shall be referred to herein either individually as a “**Party**” or together as the “**Parties**”.

### **WHEREAS:**

- (A) NV and its Affiliates (as defined below) have developed and maintain certain laboratories and a biodatabank relating to patient samples collected in the ordinary course of its diagnostics business at a site located in Rostock, Germany (“**NV Facility**”);
- (B) Company and NV have entered into a Joint Venture Agreement dated 26 June 2023 (the “**Joint Venture Agreement**”) for the establishment of Company and the operation of the KSA Facility in the Kingdom;
- (C) Company and NV have entered into a Technology Transfer and Intellectual Property License Agreement dated 27 November 2023 (“**Technology Transfer and Intellectual Property License Agreement**”) for the purposes of transferring and licensing certain technology and data from NV to Company in relation to the establishment of the KSA Facility;
- (D) Company and NV have entered into a Laboratory Services Agreement dated 27 November 2023 (“**Laboratory Services Agreement**”) whereby NV or its Affiliates shall act as the exclusive provider of certain laboratory and diagnostic services to Company;
- (E) Company desires to receive the NV Services (as defined in clause 3.1) to support Company in the construction and operation of the KSA Facility and NV desires to provide the NV Services pursuant to the terms and conditions set forth herein; and
- (F) The Parties now desire to enter into this Agreement to document such terms and conditions.

**NOW, THEREFORE**, in consideration of the foregoing premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

### **1. DEFINITIONS; INTERPRETATION; CONFLICTS**

Capitalized terms used in this Agreement shall have the meanings given in Part 1 (*Defined Terms*) of Schedule 1 (*Defined Terms and Interpretation*). This Agreement shall be interpreted in accordance with Part 2 (*Interpretation*) of Schedule 1 (*Defined Terms and Interpretation*).

### **2. ENGAGEMENT AND SCOPE OF AUTHORITY**

#### **2.1 Engagement**

- 2.1.1 Subject to the terms and conditions of this Agreement, during the Term, Company hereby engages NV and its Affiliates, and NV and its Affiliates hereby agree to be so engaged, as the exclusive provider of the NV Services to support Company with its operation of the KSA Facility in accordance with Applicable Law; *provided* that Company shall have the ability to obtain related Third Party Services from the Third Party Service Providers, at Company's sole cost and expense, as needed to perform such Third Party Services at the KSA Facility in consultation with NV.
- 2.1.2 NV shall provide, or shall cause to be provided, the NV Services (as defined in clause 3.1):
- (a) in a professional and workmanlike manner; and
  - (b) by applying Commercially Reasonable Efforts to provide levels of accuracy, quality, completeness, timeliness, and care consistent with the levels provided by NV and its Affiliates at the NV Facility.
- 2.1.3 In the event NV is unable to or materially fails to provide one or more of the NV Services to Company's reasonable satisfaction and such inability or failure continues for more than thirty (30) days following written notice from Company adequately describing such inability or material failure, then without prejudice to any other rights and remedies Company may have under this Agreement, Company shall have the right to engage other third-party service providers at Company's discretion and NV's sole cost and expense to provide such services; *provided* that NV shall not be responsible for any acts or omissions by any such third-party service provider that adversely affect NV's provision of the NV Services.
- 2.1.4 In accordance with the terms of this Agreement:
- (a) in consideration of NV's and its Affiliates' performance of its obligations under this Agreement (including with respect to Schedule 2 (*Scope of Services*)), Company shall pay to NV the Fees due under this Agreement and shall comply with its other obligations under this Agreement; and
  - (b) in consideration for the payment of the Fees due under this Agreement and Company performing its obligations under this Agreement, NV shall provide (or subject to clause 21.1, cause to be provided) the NV Services in accordance with the terms of this Agreement and comply with its other obligations under this Agreement.

## 2.2 Status

NV and its Affiliates at all times shall be deemed an independent contractor and neither it nor any of its Affiliates or any of their respective employees, directors, contractors, subcontractors or outside consultants shall be considered to be an agent, servant, employee or representative of Company.

## 2.3 Retention of Control by Company and Limitation on Authority

Company and NV expressly acknowledge and agree that this Agreement does not convey ownership or Control over all or any part of Company or the KSA Facility to NV. Company owns and Controls all rights to the KSA Facility, subject to the terms of the Technology Transfer and Intellectual Property License Agreement.

## 2.4 NV shall not, pursuant to this Agreement, take any actions:

- 2.4.1 that require the prior approval of or are reserved to the Board of Directors, or the Shareholders, without first ensuring that such actions have been approved by the applicable governing body, or otherwise contravene any approval right under the Joint Venture Agreement;
  - 2.4.2 that contravene policies adopted by Company or any directives issued by the Board of Directors, in each case that have been provided to NV in advance in writing; or
  - 2.4.3 on behalf of, or assume, create or incur liability or obligation, against, in the name of, or on behalf of, any of Company, any Shareholder or the KSA Facility, except to the extent expressly permitted under this Agreement or authorized in writing by or on behalf of Company.
- 2.5 Company shall not, pursuant to this Agreement, take any actions:
- 2.5.1 that contravene policies relating to the provision of NV Services adopted by NV that have been provided to Company in advance in writing; or
  - 2.5.2 on behalf of, or assume, create or incur liability or obligation, against, in the name of, or on behalf of, NV, its Affiliates or the NV Facility, except to the extent expressly authorized in writing by or on behalf of NV or otherwise expressly permitted under this Agreement.

### 3. NV'S OBLIGATIONS AND RESPONSIBILITIES

#### 3.1 Scope of NV Services

Subject to the terms and conditions of this Agreement, NV shall (or shall cause its Affiliates to) make available and provide to Company the services described in Schedule 2 (*Scope of Services*) and such other services as the Parties reasonably determine necessary to pursue the goal of achieving performance of the KSA Facility as a diagnostics centre, laboratory and biodatabank, in accordance with the same or substantially similar standards as the NV Facility, including Accreditation (collectively, "**NV Services**").

#### 3.2 Cooperation with Others

NV shall use Commercially Reasonable Efforts to cooperate with any Third Party Service Provider or other third party service providers engaged by Company pursuant to clause 2.1.1 in connection with the provision of the NV Services. Company shall use Commercially Reasonable Efforts to facilitate the cooperation of Third Party Service Providers or other third party service providers engaged by Company pursuant to clause 2.1.1 in connection with the provision of the NV Services under this Agreement.

#### 3.3 NV Representative

3.3.1 NV shall designate a representative (the "**NV Representative**") who shall be NV's relationship manager for purposes of this Agreement and to facilitate NV's provision of the NV Services under, and the administration of, this Agreement. At all times, NV shall designate a NV Representative who has the qualifications, expertise, industry experience and prior relationship with NV to assure Company that such NV Representative would successfully fulfil the role he or she is engaged to provide under this Agreement. The initial NV Representative shall be Miguel Coego. In the event NV is intending to replace the NV Representative, NV shall inform Company of such intent and provide a reasonable explanation for the replacement need at least ten (10) Business Days prior to replacing the NV Representative to the extent

reasonably practicable. NV shall ensure that any such replacement shall meet all of Company's requirements as provided herein.

3.3.2 If Company is not reasonably satisfied with the NV Representative, it shall provide detailed information to NV regarding its reasons for dissatisfaction and NV shall use Commercially Reasonable Efforts to address the reasons presented by Company. If after such Commercially Reasonable Efforts have been made, Company still remains dissatisfied with the NV Representative, NV shall remove and replace such NV Representative as soon as reasonably practicable, and such replacement shall otherwise meet the qualifications as described in clause 3.3.1.

#### 3.4 NV Records

NV shall keep such business, financial and other records and other documentation as consistent with NV's retention policies relating to its activities undertaken in connection with the provision of the NV Services, in accordance with Applicable Law and shall, if required pursuant to clause 23 of this Agreement, make such records available for inspection and/or provide copies thereof to an independent professional firm chosen and/or appointed by Company, *provided* such auditor is reasonably acceptable to NV.

#### 3.5 Good Faith

NV will act in good faith to comply with its obligations under this Agreement.

### 4. COMPANY'S OBLIGATIONS AND RESPONSIBILITIES

#### 4.1 Information

Company, at its reasonable discretion shall provide, or cause to be provided, to NV and its Affiliates copies of business, financial and other records or documentation relating to the KSA Facility that Company deems reasonably necessary for NV and its Affiliates to possess, or NV reasonably requests, in order to provide the NV Services.

#### 4.2 Site Access

Company shall provide, or cause to be provided, to NV and its Affiliates reasonable access to the KSA Facility to the extent required for NV and its Affiliates to provide the NV Services. NV and its Affiliates will abide by all site health, safety and other procedures and policies established at the KSA Facility of which Company has provided reasonable advance written notice to NV or NV Personnel.

#### 4.3 Project Information Systems

Company shall cause NV and its Affiliates to be provided with reasonable access to the KSA Facility's:

- (a) financial system;
- (b) accounting and management maintenance system; and
- (c) other information systems,

in each case in clauses (a)-(c) above, solely to the extent required for NV to perform the NV Services hereunder.

#### 4.4 Company Records

Company shall keep such business, financial and other records and other documentation as consistent with industry standards relating to its activities undertaken in connection with the receipt of the NV Services, in accordance with Applicable Law.

4.5 Good Faith

Company will act in good faith to comply with its obligations under this Agreement.

4.6 Company Representative

Company shall designate a representative (the “**Company Representative**”) who shall be Company’s relationship manager for purposes of this Agreement and to facilitate Company’s receipt of the NV Services under, and the administration of, this Agreement. At all times, Company shall designate a Company Representative who has the qualifications, expertise and industry experience to assure NV that such Company Representative would successfully fulfil the role he or she is engaged to provide under this Agreement. The initial Company Representative shall be Jeremy Panacheril. In the event Company is intending to replace the Company Representative, Company shall inform NV of such intent and provide an explanation for the replacement need at least ten (10) Business Days prior to replacing the Company Representative. Company shall ensure that any such replacement shall meet all of the requirements as provided herein.

5. FEES

5.1 Fees

5.1.1 In consideration for NV’s provision of the NV Services and performance of its obligations under this Agreement, Company shall pay to NV:

- (a) the Project Consultation Fee as determined pursuant to clause 5.2 below; and
  - (b) the Fixed Performance Fee as determined pursuant to clause 5.3 below,
- (collectively, the “**Fees**”).

5.1.2 The Fees are the only amounts payable by Company to NV in respect of NV’s provision of the NV Services and performance of its other obligations in this Agreement.

5.2 Project Consultation Fee

Company shall pay to NV, for the services provided by any NV Personnel, a fee (the “**Project Consultation Fee**”) of an amount equal to:

5.2.1 for all Seconded Personnel (including, for the avoidance of doubt, the Approved Seconded Personnel), all reasonable costs and expenses incurred by NV in connection with the NV Services provided by such Seconded Personnel as mutually agreed between the Parties in writing, in advance, including, for the avoidance of doubt, the wages and benefits of such Seconded Personnel during the period of secondment, and any federal, state, local or foreign Taxes owed by Company in respect of the payment of such wages or benefits, including any employer and/or withholding Taxes;

5.2.2 for Other Personnel, all reasonable costs and expenses incurred by NV in connection with the NV Services provided by such Other Personnel as mutually agreed between the Parties in writing, in advance, including, for the avoidance of doubt, the wages

and benefits of such Other Personnel attributable to the period during which such Other Personnel provide the NV Services and any federal, state, local or foreign Taxes owed by Company in respect of the payment of such wages or benefits, including any employer and/or withholding Taxes; and

5.2.3 any and all costs and expenses (other than those covered by clauses 5.2.1 and 5.2.2) that are directly related to the provision of the NV Services that are mutually agreed between the Parties in advance and in writing, including reasonable expenses incurred in connection with NV's use of any consultants and permitted subcontractors (pursuant to clause 21.1), such as reasonable travel, housing, logistics, daily allowances, project bonuses, expat packages and other reasonable costs and expenses related to the preparation of the NV Services by NV Personnel incurred prior to the Effective Date.

5.3 Fixed Performance Fee

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

<b>Operational Milestone</b>	<b>Operational Milestone Fee</b>	<b>Criteria for demonstrating achievement of Operational Milestone</b>	<b>Estimated timeline for completion of Operational Milestone</b>
Build-up and transfer of wet lab capable of conducting the wet-lab services described in Phase 4 of Schedule 2 ( <i>Scope of Services</i> )  (“ <b>First Operational Milestone</b> ”)	SAR Twenty million (20,000,000.00)	[***]	[***]
Accreditation of wet lab and dry lab, with stand-alone Accreditation for Company  (“ <b>Second Operational Milestone</b> ”)	SAR Twenty million (20,000,000.00)	[***]	[***]

5.3.2 In the event NV fails to achieve either Operational Milestone within the corresponding timeline set forth above, and such failure is due to NV's or NV's Affiliates' failure to perform the applicable NV Services for a reason within NV's control, Company shall have the right to reduce the Operational Milestone Fee corresponding to such Operational Milestone by:

- (a) fifteen percent (15%) if such Operational Milestone is achieved more than three (3) months following the corresponding estimated timeline for completion set forth above; and

- (b) an additional fifteen percent (15%) if such Operational Milestone is achieved more than six (6) months following the corresponding estimated timeline for completion set forth above.

The Parties agree that failure to meet any Operational Milestone for any of the following reasons shall not be deemed to be within NV's control:

- (i) any negligent acts or omissions taken by Company or any of its Affiliates in relation to the KSA Facility under this Agreement;
- (ii) changes to Applicable Law;
- (iii) any actions by any Governmental Authority or Regulator in relation to the KSA Facility; or
- (iv) any Force Majeure Event.

5.3.3 NV shall only be entitled to submit an Invoice for the applicable Operational Milestone Fee for each Operational Milestone after the corresponding criteria for achievement of such Operational Milestone has been achieved. Any dispute as to the achievement of the relevant criteria shall be dealt with in accordance with clause 33.2 of this Agreement.

5.3.4 Upon the achievement by Company of each milestone event set forth below (each, a "**Commercial Milestone**"), Company shall pay to NV the corresponding milestone-based fee (the "**Commercial Milestone Fee**", and together with the Operational Milestone Fee, the "**Fixed Performance Fee**") in accordance with the payment schedule set out below:

<b>Commercial Milestone</b>	<b>Commercial Milestone Fee</b>
Company achieving an annual Net Revenue of SAR Two hundred million (200,000,000.00)	SAR Forty million (40,000,000.00)
Company achieving an annual Net Revenue of SAR Three hundred million (300,000,000.00)	SAR Forty million (40,000,000.00)
Company achieving an annual Net Revenue of SAR Four hundred and sixty million (460,000,000.00)	SAR Forty million (40,000,000.00)

Each Commercial Milestone Fee will be payable only one time and upon the later of: (a) achievement of the applicable Commercial Milestone; and (b) achievement of the Second Operational Milestone. The Commercial Milestone Fee will be paid within sixty (60) days of the achievement of the later of clause (a) or (b).

5.3.5 With respect to any Commercial Milestone, NV shall only be entitled to submit an Invoice for the applicable Commercial Milestone Fee for such Commercial Milestone after the corresponding criteria for achievement of such Commercial Milestone has

been achieved in accordance with clause 5.3.4. Any dispute as to the achievement of the relevant criteria shall be resolved in accordance with clause 33.2 of this Agreement.

- 5.3.6 Subject to any termination for cause by Company under clause 19.2, Company's obligation to pay the Commercial Milestone Fees shall survive the expiration or earlier termination of this Agreement and shall be paid to Company when such Commercial Milestone has been achieved; *provided* that if any Commercial Milestone is not achieved by the tenth (10<sup>th</sup>) anniversary of the date of expiration or termination of this Agreement, NV shall no longer be entitled to receive any such unpaid Commercial Milestone Fee and Company's obligations with respect to the payment thereof shall terminate.
- 5.3.7 NV shall invoice Company on a monthly basis (each, an "**Invoice**") for an amount equal to:
- (a) the Project Consultation Fee incurred by NV for the preceding month; and
  - (b) any Fixed Performance Fees payable to NV for the preceding month,
- together with time sheets and details of actual costs and expenses incurred for the applicable NV Personnel to evidence that the amounts so invoiced by NV are accurate. Each Invoice shall comply with local VAT requirements (either in KSA or Germany).
- 5.3.8 Subject to clause 5.3.10, Company shall pay to NV all undisputed amounts set forth in an Invoice within thirty (30) days of Company's receipt of the Invoice.
- 5.3.9 All payments of the Project Consultation Fees from Company to NV shall be payable in Euros (EUR). All payments of the Fixed Performance Fees from Company to NV shall be payable in Saudi Arabian Riyals (SAR). The Fees shall be paid by wire transfer in immediately available funds into such bank account nominated by NV to Company in writing prior to the relevant payment of the Fees. Company shall be liable for all bank charges relating to such wire transfers for the Fees.
- 5.3.10 Company may withhold payment of any part of an Invoice that it disputes in good faith. Company and NV will establish a working level committee and a process to address any dispute that Company has about an Invoice. Company shall pay any undisputed portion of an Invoice as provided in this clause 5. If a Dispute about an Invoice is not resolved within thirty (30) days of Company's receipt of the Invoice, then it will be resolved pursuant to the Dispute resolution procedures set out in clause 33.2 of this Agreement.
- 5.3.11 Company may set-off any amounts due from NV or its Affiliates to Company pursuant to any agreement between Company and NV or its Affiliates, against any charges or expenses payable by Company to NV or its Affiliates. For the avoidance of doubt, any set-off shall not impact the obligations of a Party under clause 6.
- 5.3.12 If any undisputed payment due to NV under this Agreement is not paid by the applicable due date, NV may charge Company interest on any outstanding amount of such payment, accruing as of the original due date, at an annual rate equal to the prime rate (as reported in The Wall Street Journal (U.S. edition)) plus one percentage point (1%) or the maximum rate allowable by Applicable Law, whichever is less.

## 6. TAXES

- 6.1 Without prejudice to the generality of clause 6.2 below, the Fees payable in accordance with this Agreement shall be exclusive of any additional Taxes, levies or fees that may apply to the provision of the NV Services. Any such Taxes, levies or fees shall be payable in addition to, and at the same time and in the same manner as, the Fees against provision by NV to Company of an invoice for the same; *provided* that Company shall only be responsible for withholding taxes if NV does not have a permanent establishment in KSA. Any additional Taxes shall not include any taxes, levies or fees applicable to NV for a taxable presence in KSA relating to a permanent establishment for corporation income tax. Any Taxes relating to the permanent establishment of NV shall be solely borne by NV and not Company.
- 6.2 All amounts, monetary or otherwise, expressed under this Agreement which (in whole or in part) constitute the consideration for any supply for VAT purposes by NV are deemed to be exclusive of any VAT which is chargeable on that supply, and accordingly if VAT is or becomes chargeable on any supply made by NV to any Party under this Agreement and NV is required to account to the relevant tax authority for VAT on that supply, Company must pay to NV (in addition to and at the same time as paying any other consideration for such supply, or at the point the VAT becomes due to be paid or accounted for by NV if earlier) an amount equal to the amount of that VAT (and NV must promptly provide an appropriate VAT invoice to Company where so required to by Applicable Law). In this clause 6.2, references to "NV" shall include reference to a relevant Affiliate of NV. NV shall provide a valid tax invoice to Company.
- 6.3 In relation to any supply made by NV (or a relevant Affiliate) to Company under this Agreement, if reasonably requested by Company, NV must promptly provide Company with details of NV's (or the relevant Affiliate's) VAT registration and such other information as is reasonably requested in connection with Company's VAT reporting requirements in relation to such supply.
- 6.4 The following provisions shall apply should any payment in respect of any Fees from Company to NV be subject by Applicable Law to any deduction or withholding on account of Tax:
- 6.4.1 The Tax Deduction will be made in the minimum amount permitted by Applicable Law and Company shall account to the relevant tax authority for the same, in full and within all applicable time limits; *provided* that any late payment fees or penalties associated with Company's failure to comply with this clause 6.4.1 shall be borne solely by Company.
- 6.4.2 Company shall provide evidence, reasonably satisfactory to NV, of the Tax Deduction and any relevant payment to a tax authority on written request from NV to Company.
- 6.4.3 NV shall (or shall procure that a relevant Affiliate shall), on written request from Company, provide a declaration of Tax residence on the prescribed forms and obtain certification by the relevant taxation authority in order to confirm the applicability and availability of any reduced rate of withholding on account of Tax, pursuant to the provisions of any relevant double taxation treaties or otherwise.
- 6.4.4 If a Tax Deduction is required by Applicable Law to be made by Company in relation to any payment in respect of the Fees, the amount of the payment due from Company shall be increased to an amount which (after making any Tax Deduction) leaves an amount equal to the payment which would have been received if no Tax Deduction had been required.

6.4.5 If Company has been obliged to make an increased payment under clause 6.4.4 in respect of a Tax Deduction and NV determines that:

- (a) a Tax Credit is attributable to that payment, or to the relevant Tax Deduction; and
- (b) that NV (or a relevant Affiliate) has obtained and utilized that Tax Credit,

then NV shall pay to Company an amount (or procure the payment by the relevant Affiliate of an amount to Company) which NV determines will leave it (or the relevant Affiliate), after that payment, in the same after-Tax position as it would have been had no increased payment under clause 6.4.4 been required to be made by Company.

6.5 Company shall report and pay VAT directly to the relevant KSA tax authority to the extent that the amounts charged by NV to Company under this Agreement are subject to VAT under the Applicable Laws of KSA. Notwithstanding any other provision of this clause 6 or this Agreement, in relation to any Taxes that NV may incur related to the registration of NV as a permanent establishment in KSA, NV shall notify Company of such Taxes, comply with any requirements under Applicable Law and follow all necessary compliance and registration requirements. NV shall bear any associated costs including any Taxes, fines or penalties from a Governmental Authority, or Regulatory Authority.

## 7. STANDARDS

### 7.1 Operating Standards

NV shall ensure that the NV Services are provided:

- 7.1.1 as soon as reasonably possible upon commencement of this Agreement in accordance with, and given the nature and extent of the relevant NV Services as described in, Schedule 2 (*Scope of Services*), with a goal of assisting Company to operate the KSA Facility in a manner that achieves provision of services substantially similar to those provided at the NV Facility and similar sized global biodatabanks;
- 7.1.2 using substantially similar levels of skill and care used by NV and its Affiliates in the NV Facility and in a professional manner, by properly trained and qualified NV Personnel;
- 7.1.3 in accordance with:
  - (a) the KSA Facility License;
  - (b) Good Laboratory Practice with respect to NV Services relating to laboratory services;
  - (c) Good Industry Practice with respect to all other NV Services;
  - (d) Schedule 3 (*Personal Data and Information Security*);
  - (e) Schedule 4 (*Staffing and Secondment*); and
  - (f) other reasonable Company policies as notified by Company reasonably in advance from time to time in writing.

### 7.2 Observance of Islamic Tradition

NV hereby:

- 7.2.1 acknowledges that society in KSA is based on Islamic beliefs, conventions, customs and traditions; and
- 7.2.2 to the extent any NV Personnel are visiting the premises at the KSA Facility or any other Company facility, NV will direct them to comply with reasonable policies regarding such beliefs, conventions, customs and traditions, as accepted in writing by NV to be applicable hereunder.

**8. COOPERATION**

8.1 Each Party shall:

- 8.1.1 cooperate in good faith with the other Party and subject to clause 14 of this Agreement, make such information available to the other Party so as to enable such Party to perform its obligations under this Agreement, where such information is in its possession and is disclosable, within the time periods specified herein or, where no time period is specified, within a reasonable time period; and
- 8.1.2 act in a cooperative manner in dealing with the other Party in connection with this Agreement.

8.2 With respect to Company's professional advisors, or other third parties engaged by or on behalf of Company:

- 8.2.1 NV shall provide commercially reasonable cooperation required by Company's professional advisors, or other third parties engaged by or on behalf of Company, in connection with the performance of the NV Services and shall use all Commercially Reasonable Efforts to perform its obligations under this Agreement in a manner that does not materially obstruct, disrupt or delay the performance of services or works by such professional advisors, or other third parties engaged by or on behalf of Company. NV and any NV Personnel shall consult with any such professional advisors and other third parties as necessary in connection with the provision of relevant NV Services.
- 8.2.2 Company shall require its professional advisors and other third parties engaged by or on behalf of Company in connection with the operation of the KSA Facility to provide commercially reasonable cooperation with NV and use all Commercially Reasonable Efforts to perform their obligations in a manner that does not materially obstruct, disrupt or delay the provision of NV Services by NV. Company shall use Commercially Reasonable Efforts to require such professional advisors and other third parties to consult with NV as necessary in connection with the performance of relevant NV Services.

8.3 Each Party shall promptly notify the other Party in writing if it becomes aware of an act or omission of a professional advisor or third-party supplier engaged by Company which may cause a material problem or delay in providing the NV Services. In such a case, each Party shall to the extent it is reasonably able, work with the other Party and such professional advisor or third-party supplier to prevent, resolve or circumvent such problem or delay, at Company's sole cost and expense.

**9. NV PERSONNEL**

NV agrees to use Commercially Reasonable Efforts to make available certain categories of NV Personnel to Company in accordance with Schedule 4 (*Staffing and Secondment*).

**10. DATA PROTECTION AND CYBERSECURITY**

- 10.1 To the extent NV or Company collects, stores, hosts or otherwise processes Personal Data in connection with this Agreement, NV and Company shall comply with Applicable Data Protection Laws.
- 10.2 To the extent NV collects, stores, hosts or otherwise processes Personal Data on behalf of Company in connection with the performance of the NV Services set out in Schedule 2 (*Scope of Services*) as a data processor (as defined in the GDPR), the data processing clauses set forth in Schedule 3 (*Personal Data and Information Security*) shall apply and Part B of Schedule 3 (*Personal Data and Information Security*) shall also apply to the extent NV collects, stores, hosts or otherwise processes Personal Data on behalf of Company as a data processor and such processing is subject to the KSA PDPL.
- 10.3 To the extent that the performance of the NV Services set out in Schedule 2 (*Scope of Services*) entail data processing operations which do not qualify as a controller-to-processor relationship under Article 28 of the GDPR, the Parties undertake to negotiate in good faith and enter into any further data protection related agreement to the extent such an agreement is necessary to comply with the GDPR and/or any other Applicable Data Protection Laws, such as the KSA PDPL, prior to the commencement of the respective NV Services.
- 10.4 The Parties further agree to negotiate in good faith modifications to this Agreement, including Schedule 3 (*Personal Data and Information Security*), if changes are required for the Parties to continue to process Personal Data as contemplated by this Agreement in compliance with Applicable Data Protection Laws or to address the legal interpretation of Applicable Data Protection Laws, including:
- 10.4.1 to comply with the KSA PDPL, including any guidance issued by a Regulatory Authority;
  - 10.4.2 to comply with applicable international Personal Data transfer requirements; and
  - 10.4.3 to obtain authorisation or approval from a Regulatory Authority prior to transferring Personal Data outside of the relevant jurisdiction if such authorisation or approval is required.
- 10.5 To the extent NV collects, stores, hosts or otherwise processes Personal Data on behalf of Company in connection with the performance of the NV Services set out in Schedule 2 (*Scope of Services*), NV shall comply with the cybersecurity requirements set forth below:
- 10.5.1 Notify Company without undue delay and in any event within 48 hours of becoming aware of a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, such Personal Data;
  - 10.5.2 Reasonably comply with Company organisational policies and procedures regarding cybersecurity, as provided to NV in writing and in advance from time to time; and
  - 10.5.3 Process such Personal Data in accordance with laws relating to cybersecurity and cloud computing, including as issued by Regulatory Authorities such as the National Cybersecurity Authority and the Communications, Space and Technology Commission.

## 11. TERM

- 11.1 This Agreement shall come into effect on the Effective Date, and, unless terminated earlier in accordance with clause 19 of this Agreement, shall remain in full force and effect for a period of ten (10) years so long as the Joint Venture Agreement has not been terminated (the “**Term**”) or shall terminate simultaneously with the Joint Venture Agreement (it being understood that each NV Service, and NV’s obligations with respect thereto, shall terminate upon the earlier of:
- 11.1.1 the expiration of the Term;
  - 11.1.2 termination of this Agreement; and
  - 11.1.3 completion of such NV Service based on objective criteria, including as applicable, with respect to Accreditation, or the end of the applicable time periods set forth on Schedule 2 (*Scope of Services*)).

## 12. REPRESENTATIONS AND WARRANTIES

- 12.1 Each Party represents, warrants and undertakes to the other Party that:
- 12.1.1 it has the capacity, power and authority to enter into this Agreement;
  - 12.1.2 the persons executing this Agreement have been duly authorized to do so;
  - 12.1.3 once duly executed, this Agreement shall constitute its legal, valid and binding obligations and shall not violate the terms of any other agreement or judgement or court order to which it is bound;
  - 12.1.4 it shall comply in all material respects with all Applicable Laws in the course of performing its obligations and exercising its rights under this Agreement; and
  - 12.1.5 in the performance of its obligations under this Agreement, it will not take any action that causes either Party to violate or otherwise become exposed to penalties under any ABC Laws or Applicable Export Control or Economic Sanctions Programs.
- 12.2 NV represents, warrants and undertakes to Company that:
- 12.2.1 as of the Effective Date, NV Personnel:
    - (a) have not been debarred or subject to debarment or, to NV’s knowledge, convicted of a crime for which a person could be debarred before a Regulatory Authority under Applicable Law; or
    - (b) to NV’s knowledge, have not ever been under indictment for a crime for which a person could be debarred under such Applicable Law.
  - 12.2.2 to NV’s knowledge, as of the Effective Date, there are no pending, and NV and/or its Affiliates have not received written notice threatening any adverse Claims against NV or its Affiliates that would have a material impact on NV’s ability to provide the NV Services;
  - 12.2.3 as of the Effective Date, NV has furnished or made available to Company or its agents or representatives all material information that is responsive to diligence requests from Company and its agents or representative and is in NV’s or any of its Affiliates’ possession concerning the NV Services (including material information relating to

the safety or efficacy of such NV Services and all material regulatory filings, permits and approvals);

- 12.2.4 as of the Effective Date, NV and its Affiliates have conducted all research and development, clinical and laboratory services in accordance in all material respects with all Applicable Laws; and
- 12.2.5 any regulatory filing filed by NV or its Affiliates with respect to the NV Services prior to the Effective Date, such as with the NV Facility's CAP/CLIA certification, and regulatory permits and approvals obtained prior to the Effective Date were true and accurate in all material respects.

### 13. INTELLECTUAL PROPERTY RIGHTS

13.1 Nothing in this Agreement shall operate to transfer ownership of or grant a license to:

- 13.1.1 any Intellectual Property Rights belonging to either Party or any of such Party's Affiliates, including, without limitation:
  - (a) any Intellectual Property Rights belonging to a Party or any of its Affiliates on or prior to the Effective Date, including, without limitation, any Know-How that is included in the NV Services;
  - (b) any Intellectual Property Rights in any items which are developed or acquired by a Party or any of its Affiliates independently of this Agreement; or
  - (c) any Intellectual Property Rights developed or acquired by a Party or any of its Affiliates in performing its obligations under this Agreement,

it being understood that any license to any such Intellectual Property Rights required for the provision or receipt of the NV Services is addressed in the Technology Transfer and Intellectual Property License Agreement.

### 14. CONFIDENTIAL INFORMATION

14.1 Each Party (the "**Recipient**") acknowledges that it may receive Confidential Information that has been created, discovered or developed by the other Party (the "**Provider**").

14.2 The Recipient undertakes to the Provider to:

- 14.2.1 hold all Confidential Information which it obtains in relation to this Agreement in strict confidence and will take all necessary measures to preserve the confidentiality of the Confidential Information;
- 14.2.2 not disclose, or authorize the disclosure of, Confidential Information to any third party other than pursuant to clauses 14.4 or 14.6;
- 14.2.3 not use, or authorize anyone to use, Confidential Information for any purpose other than the performance of its obligations pursuant to this Agreement, or the exercise of its rights or receipt of any benefits under this Agreement; and
- 14.2.4 promptly notify the Provider of any suspected or actual unauthorized use or disclosure of Confidential Information for which the Recipient is responsible and of which the Recipient becomes aware and promptly take all Commercially Reasonable Efforts that Recipient may require in order to prevent, stop or remedy the unauthorized use or disclosure.

- 14.3 To the extent NV is the Recipient of Company Confidential Information, NV undertakes to:
- 14.3.1 Remove such Confidential Information from NV systems at the end of the NV Services; *provided* that such removal does not violate or otherwise conflict with Applicable Law;
  - 14.3.2 Process such Confidential Information in accordance with Company organisational policies and procedures regarding cybersecurity, as provided to NV in writing and in advance from time to time; and
  - 14.3.3 Process such Confidential Information in accordance with KSA laws relating to cybersecurity and cloud computing, including as issued by Regulatory Authorities such as the National Cybersecurity Authority and the Communications, Space and Technology Commission, to the extent applicable.
- 14.4 The Recipient may disclose Confidential Information to its Affiliates and its and their respective officers, directors, employees, contractors, advisors and auditors, but only to the extent, and *provided*, that such persons:
- 14.4.1 need to know the Confidential Information disclosed to them;
  - 14.4.2 have been informed of the confidential nature of the Confidential Information and the purpose for which it may be lawfully used; and
  - 14.4.3 comply with the terms of this clause 14 of this Agreement in respect of the Confidential Information disclosed to them.
- 14.5 Clause 14.1 shall not apply to Confidential Information to the extent that:
- 14.5.1 such Confidential Information has been placed in the public domain other than through the fault of the Recipient;
  - 14.5.2 such Confidential Information was at the time of receipt, publicly available;
  - 14.5.3 such Confidential Information has been independently developed without reference to the Confidential Information, as established by independent evidence; or
  - 14.5.4 the Provider has approved in writing the particular use or disclosure of the Confidential Information.
- 14.6 The Recipient also may disclose Confidential Information if, and solely to the extent that, it is required to do so by any Governmental Authority or Regulator or otherwise as required by Applicable Law. Where Recipient is required to disclose Confidential Information relating to itself in accordance with this clause 14.6, it shall:
- 14.6.1 to the extent that it is able to do so and is not prohibited by Applicable Law, notify the Provider in writing as soon as practicable upon becoming aware of the obligation to disclose, prior to such disclosure; and
  - 14.6.2 to the extent it is able to do so, cooperate with the Provider in avoiding or limiting the disclosure to that portion of the Confidential Information which it is legally required to furnish and obtaining assurances as to confidentiality from the body to whom the Confidential Information is to be disclosed.
- 14.7 Where a Party collects, processes, stores or hosts Company Data or NV Data, it shall comply with the provisions of Schedule 3 (*Personal Data and Information Security*).

- 14.8 Subject to the express provision of this clause 14, each Party shall maintain and shall procure that its Affiliates and contractors maintain the confidentiality of the existence and terms of the negotiations between the Parties and of this Agreement and of the services provided pursuant to this Agreement and any other Project Document. Each Party shall not and shall procure that each of its Affiliates and contractors and subcontractors shall not, issue any press release or other public statement relating to the existence or content of this Agreement or any other Project Document without the prior written approval of the other Party.
- 14.9 Subject to requirements under Applicable Law, the obligations with respect to Confidential Information shall survive the termination or expiry of this Agreement and shall apply for five (5) years from such termination or expiration of this Agreement.
- 14.10 Subject to the requirements set forth in clause 14.4, either Party shall be able to disclose any materials relating to the provision or receipt of the NV Services or this Agreement to investors for the purpose of evaluation of such Party.

## 15. INDEMNITIES

- 15.1 NV shall defend, indemnify and hold harmless Company and its respective employees, personnel, consultants, agents, contractors and subcontractors (each a “**Company Indemnitee**”), during the Term and, solely to the extent arising within the applicable statute of limitations period allowed under Applicable Law, thereafter in respect of any Indemnified Losses to the extent the same are assessed against, or incurred by, a Company Indemnitee in respect of the following:
- 15.1.1 any Claims, fines or other penalty imposed by a court or Regulatory Authority on a Company Indemnitee to the extent directly caused by NV’s material breach of this Agreement;
  - 15.1.2 any Claims, fines or other penalty imposed by a court or Regulatory Authority on a Company Indemnitee related to the NV Services to the extent directly caused by NV’s gross negligence or Wilful Misconduct;
  - 15.1.3 any Claims brought against a Company Indemnitee arising out of or in connection with a material breach by NV in relation to the performance of the NV Services other than Claims directly caused by Company’s or its Affiliates’ gross negligence, fraud or Wilful Misconduct;
  - 15.1.4 any Claims brought against a Company Indemnitee in respect of death or bodily injury occurring in the performance of the NV Services for which it is finally determined by a court of competent jurisdiction that NV is legally liable or responsible;
  - 15.1.5 any Claims brought against a Company Indemnitee in respect of any damage, loss or destruction of any real or tangible property owned by Company occurring in the performance of the NV Services for which it is finally determined by a court of competent jurisdiction that NV is legally liable or responsible for that damage, loss or destruction;
  - 15.1.6 any Claims brought against a Company Indemnitee arising out of failure of NV to comply with its obligations to provide payment or benefits to any NV Personnel;
  - 15.1.7 any Claims brought against a Company Indemnitee arising out of, or in connection with, any acts of fraud, fraudulent misrepresentation or theft by NV;

- 15.1.8 any Claims brought against a Company Indemnitee arising out of, or in connection with, any material breach by NV of any ABC Laws in the performance of this Agreement; and
- 15.1.9 any Claims brought against a Company Indemnitee arising out of a breach by NV of its obligations under clause 14 of this Agreement.
- 15.2 For the purpose of interpreting clause 15.1, any reference to an act or omission of NV shall also include relevant acts or omissions of any NV Personnel, NV's Affiliates, subcontractors of NV (pursuant to clause 21.1 of this Agreement) and their relevant personnel.
- 15.3 Company shall defend, indemnify and hold harmless NV and its respective employees, personnel, consultants, agents, contractors and subcontractors (each a "**NV Indemnitee**"), during the Term and, solely to the extent arising within the applicable statute of limitations period allowed under Applicable Law, thereafter, in respect of any Indemnified Losses to the extent the same are assessed against, or incurred by a NV Indemnitee in respect of the following:
- 15.3.1 any Claims, fines or other penalty imposed by a court or Regulatory Authority on a NV Indemnitee to the extent directly caused by Company's material breach of this Agreement;
- 15.3.2 any Claims, fines or other penalty imposed by a court or Regulatory Authority on a NV Indemnitee to the extent directly caused by Company's gross negligence or Wilful Misconduct;
- 15.3.3 any Claims brought against an NV Indemnitee arising out of or in connection with a material breach by Company of this Agreement other than Claims directly caused by NV's or its Affiliates' gross negligence, fraud or Wilful Misconduct;
- 15.3.4 any Claims brought against a NV Indemnitee in respect of death or bodily injury occurring in the context of this Agreement for which it is finally determined by a court of competent jurisdiction that Company is legally liable or responsible;
- 15.3.5 any Claims brought against a NV Indemnitee in respect of any damage, loss or destruction of any real or tangible property occurring in the context of this Agreement for which it is finally determined by a court of competent jurisdiction that Company is legally liable or responsible for that damage, loss or destruction;
- 15.3.6 any Claims brought against a NV Indemnitee arising out of, or in connection with, any acts of fraud, fraudulent misrepresentation or theft by Company;
- 15.3.7 any Claims brought against a NV Indemnitee arising out of, or in connection with, any material breach by Company of any ABC Laws in the performance of this Agreement; and
- 15.3.8 any Claims brought against a NV Indemnitee arising out of a breach by Company of its obligations under clause 14 of this Agreement.
- 15.4 For the purpose of interpreting clause 15.3, any reference to an act or omission of Company shall also include relevant acts or omissions of any Company Personnel, Company's Affiliates, subcontractors of Company and their relevant personnel.
- 15.5 Upon a third party threatening or bringing a Claim in respect of which a Party has a legal obligation to indemnify pursuant to this Agreement, the Indemnitee shall notify the Indemnitor as soon as reasonably practicable upon becoming aware of the Claim (it being understood that any failure to so notify the Indemnitor of such Claim shall not relieve the Indemnitor of its

indemnification obligations except to the extent the Indemnitor is adversely prejudiced by such failure) and:

15.5.1 the Indemnitor shall, at its own expense, defend the Claim and have sole control of the conduct of the defence and settlement of the Claim; *provided*, that the Indemnitee shall have the right to:

- (a) where appropriate, participate in any defence and settlement, such participation to be at the Indemnitor's own cost and in any event the Indemnitor shall remain in control of the conduct of the defence;
- (b) review the terms of any settlement and approve any wording which relates to an admission of liability on the part of the Indemnitee, the payment of any consideration by Indemnitee or which the Indemnitee reasonably believes may impact the Indemnitee's reputation and may veto any such proposed settlement in respect of the Indemnitee and any such settlement or admission (including its terms) shall be subject to confidential treatment by both Parties; and
- (c) join the Indemnitor as a defendant in legal proceedings arising out of the Claim.

15.5.2 the Indemnitee shall:

- (a) not make any admissions (except under compulsion of Applicable Law), agree to any settlement or otherwise compromise the defence or settlement of the Claim without the prior written approval of the Indemnitor; and
- (b) give, at the Indemnitor's request and cost, all reasonable assistance in connection with the defence and settlement of the Claim.

15.5.3 If the Indemnitor does not elect to defend the Claim or does not, following such election, actively defend the Claim, then:

- (a) the Indemnitee shall have the right to defend or settle the Claim in the manner it considers appropriate, at the cost of the Indemnitor (including in respect of any Indemnified Losses for which the Indemnitor is liable pursuant to the indemnity given under clause 15 and reasonable legal costs); and
- (b) the Indemnitor shall give, at Indemnitee's request, all reasonable assistance in connection with the conduct of the defence and settlement of the Claim at the cost of the Indemnitor.

15.6 This clause 15 shall remain in full force and effect notwithstanding any termination or expiry of this Agreement.

15.7 Notwithstanding anything to the contrary, in no event shall Company be entitled to recover from NV under both this Agreement and any other Project Document for the same Losses.

## **16. LIMITATION OF LIABILITY**

16.1 Nothing in this Agreement shall exclude or limit the liability of either NV Group or Company Group for:

- 16.1.1 fraud (including fraudulent misrepresentation);
- 16.1.2 death or personal injury due to gross negligence;

- 16.1.3 Wilful Misconduct; or
- 16.1.4 any other liability which cannot be excluded or limited by Applicable Law.
- 16.2 Subject to clauses 16.1, 16.3 and 16.4 each of NV Group and Company Group:
- 16.2.1 shall only be liable for direct loss arising in relation to a breach of this Agreement; and
- 16.2.2 shall not be liable for any loss of profits, loss of business opportunity, or any indirect or consequential loss arising under or in relation to this Agreement whether as a result of breach of contract, tort (including negligence), breach of statutory duty or otherwise.
- 16.3 Except for a Claim for breach of an obligation to pay amounts due pursuant to this Agreement and subject to clauses 16.1 and 16.2, each Party's total aggregate liability to the other Party and its Affiliates, whether based on an action or Claim in contract, tort (including negligence), breach of statutory duty or otherwise arising out of, or in relation to, this Agreement shall be limited to ten million Euros (€10,000,000.00).
- 16.4 Each Party acknowledges its general duty to reasonably mitigate any Losses incurred in relation to this Agreement and, in any case, each Party shall reasonably mitigate any Losses incurred by it in relation to this Agreement.
- 16.5 Each Party shall be relieved from liability for not performing its directly affected obligations (other than payment obligations not under Dispute) pursuant to this Agreement if, and to the extent a Force Majeure Event occurs, in which case relief shall be provided pursuant to clause 17.
- 16.6 This clause 16 shall remain in full force and effect notwithstanding any termination or expiry of this Agreement.

## **17. FORCE MAJEURE**

- 17.1 Neither Party shall be liable for failure or delay in performing any of its obligations (other than any payment obligations) under or pursuant to this Agreement if such failure or delay is due to any cause whatsoever outside its reasonable control and which by the exercise of due diligence such Party is unable to prevent or overcome, including:
- 17.1.1 acts of God;
- 17.1.2 flood, fire, earthquake or explosion;
- 17.1.3 war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest;
- 17.1.4 Applicable Law;
- 17.1.5 government actions, embargoes, Sanctions or blockades in effect on or after the date of this Agreement;
- 17.1.6 action by any Governmental Authority or Regulator (including regulatory changes); *provided*, that the Party relying on the government act or omission as a reason for delay in performance did not, directly or indirectly, procure or induce such government act or omission;

17.1.7 national emergency;

17.1.8 pandemics or epidemics; and

17.1.9 strikes, labour stoppages, or other industrial disturbances,

(each a “**Force Majeure Event**”) and the affected Party shall be relieved from its liability hereunder during the period of such Force Majeure Event and the other Party may terminate this Agreement in accordance with clause 19 if such Force Majeure Event continues for more than one hundred and eighty (180) days. The affected Party shall, in any event, use reasonable endeavours to avoid or mitigate the effect of such events so as to recommence performance of their obligations as soon as reasonably possible following the Force Majeure Event no longer applying.

## **18. INSURANCE**

- 18.1 Subject to the last sentence of this clause 18.1, NV undertakes that NV will obtain, pay for, and maintain during the Term, at its own expense, and to the extent the same is available on commercially reasonable terms, a policy or policies of insurance in line with Applicable Law, Good Industry Practice and standards applicable to an operator of laboratory services and a biodatabank of similar size from reputable insurance providers in connection with the NV Services and the NV Personnel. The requirements stated in this clause 18.1 shall not be construed in any way as a limit to NV’s liability under this Agreement or as constituting any waiver by Company of any of its rights or remedies under this Agreement. Company acknowledges that NV may meet these obligations by self-insuring against such risks.
- 18.2 NV shall provide written notice to Company prior to any material modification, cancellation or non-renewal of any such policies, as is consistent with the relevant policy provisions.
- 18.3 If there is Loss, damage or other event that requires notice or other action under the terms of any insurance coverage specified in clause 18.1, NV shall be solely responsible for taking such action.
- 18.4 Subject to the last sentence of this clause 18.4, Company undertakes to obtain, pay for, and maintain during the Term, at its own expense, and to the extent the same is available on commercially reasonable terms a policy or policies of insurance (including professional indemnity, third party liability, property and cybersecurity insurance) from reputable insurance providers in connection with the KSA Facility and Company Personnel pursuant to this Agreement. The insurance shall cover Company against potential liabilities under or in relation to this Agreement; *provided*, that the requirements stated in this clause 18.4 shall not be construed in any way as a limit to Company’s liability under this Agreement or as constituting any waiver by NV of any of its rights or remedies under this Agreement. NV acknowledges that Company may meet these obligations by self-insuring against such risks.
- 18.5 Company shall provide written notice to NV prior to any material modification, cancellation or non-renewal of any such policies, as is consistent with the relevant policy provisions.
- 18.6 If there is Loss, damage or other event that requires notice or other action under the terms of any insurance coverage specified in clause 18.4, Company shall be solely responsible for taking such action.
- 18.7 Each of Company’s and NV’s obligations specified in this clause 18 shall not limit or expand in any way the other liabilities and obligations assumed by Company and NV, respectively, under this Agreement.

## 19. TERMINATION

### 19.1 Termination for Convenience

Company may terminate this Agreement or any affected part of the NV Services for any reason by giving nine (9) months' prior written notice to NV; *provided* that Company may not send any notice terminating this Agreement pursuant to this clause 19.1 prior to two and a half (2.5) years from the Effective Date.

### 19.2 Termination for Cause by Company

Company may terminate this Agreement with immediate effect by written notice to NV if:

- 19.2.1 NV is in material breach of any of its obligations under this Agreement and either that breach is not capable of remedy or, if the breach is capable of remedy, NV has failed to remedy such breach within sixty (60) days (unless a shorter remedy period applies hereunder) after receiving written notice requiring it to remedy the relevant breach; *provided* that, no event of default shall be deemed to have occurred hereunder if such breach cannot reasonably be cured within such sixty (60) day period and NV has commenced and is diligently pursuing such cure within such sixty (60) day period, in which case NV shall have an additional period of time (not to exceed one hundred and twenty (120) days after receipt of written notice of such default) to cure such default and Company may not terminate this Agreement during such period;
- 19.2.2 NV Abandons the provision of the NV Services and NV has failed to remedy such Abandonment within forty-five (45) days after receiving written notice requiring it to remedy such Abandonment;
- 19.2.3 NV is unable to pay its debts as they fall due or an order is made or a resolution passed for the administration, winding-up or dissolution of NV (other than for the purposes of a solvent amalgamation or reconstruction) or an administrative or other receiver, manager, liquidator, administrator, trustee or similar officer is appointed over all or any substantial part of the assets of NV;
- 19.2.4 NV or any of its Affiliates providing NV Services hereunder is in material breach of clause 26 or 27;
- 19.2.5 NV enters into or proposes any composition or arrangement with its creditors generally or anything analogous to the foregoing occurs in the Netherlands;
- 19.2.6 NV ceases to be authorized to exist as a legal entity under Applicable Law; or
- 19.2.7 there is an NV Change of Control (as defined in the Joint Venture Agreement).

### 19.3 Termination for Cause by NV

NV may terminate this Agreement with immediate effect by written notice to Company if:

- 19.3.1 Company is in material breach of any of its obligations under this Agreement and either that breach is not capable of remedy or, if the breach is capable of remedy, Company has failed to remedy such breach within sixty (60) days (unless a shorter remedy period applies hereunder) after receiving written notice requiring it to remedy the relevant breach; *provided* that, no event of default shall be deemed to have occurred hereunder if such breach cannot reasonably be cured within such sixty (60) day period and Company has commenced and is diligently pursuing such cure within such sixty (60) day period, in which case Company shall have an additional period

of time (not to exceed one hundred and twenty (120) days after receipt of written notice of such default) to cure such default and NV may not terminate this Agreement during such period;

- 19.3.2 notwithstanding clause 19.3.1, Company fails to pay any undisputed amounts due under this Agreement within thirty (30) Business Days of written demand by Formal Notice to Company for such payment or Company fails to pay any Disputed amount within thirty (30) Business Days of such Disputed payments being agreed;
- 19.3.3 Company is unable to pay its debts as they fall due, or an order is made, or a resolution passed for the administration, winding-up or dissolution of Company (otherwise than for the purposes of a solvent amalgamation or reconstruction), or an administrative or other receiver, manager, liquidator, administrator, trustee or similar officer is appointed over all or any substantial part of the assets of Company;
- 19.3.4 Company or any of its Affiliates is in material breach of clause 26 or 27;
- 19.3.5 Company enters into or proposes any composition or arrangement with its creditors generally or anything analogous to the foregoing occurs in KSA; or
- 19.3.6 Company ceases to be authorized to exist as a legal entity under Applicable Law.

#### 19.4 Cross-Termination

This Agreement will terminate automatically upon termination of the Joint Venture Agreement.

#### 19.5 Termination without need for Judicial Order

If a Party terminates this Agreement pursuant to this clause 19, such Party shall be entitled to do so without first obtaining judgment from the courts of KSA or any other competent authority.

#### 19.6 Consequence of Expiry or Termination

19.6.1 Upon expiry or termination, as the case may be, of this Agreement, NV shall:

- (a) comply with its obligations under clause 14;
- (b) promptly deliver to Company, upon its request, any outstanding deliverables prepared by NV in the context of its provision of the NV Services under this Agreement and that are in NV's possession or under NV's control; *provided*, that Company has paid to NV all outstanding Fees (except to the extent Disputed in good faith) that are payable on or prior to the date of such expiry or termination;
- (c) subject to the terms of the Technology Transfer and Intellectual Property License Agreement and licenses granted thereunder, promptly return to Company, any Company Confidential Information and any other assets or property of Company, in each case, then in possession of NV held or maintained by NV as of the effective date of such termination or expiration; *provided, however*, that NV may continue to retain a copy of Company Confidential Information and use it as permitted under clause 14; and
- (d) subject to the terms of the Technology Transfer and Intellectual Property License Agreement, stop using, or allowing the use of, any of Company's trademarks, logos, devices, symbols, brands or other similar items (whether registered or unregistered) used by or licensed to NV.

19.6.2 Upon expiry or termination, as the case may be, of this Agreement, Company shall:

- (a) immediately pay to NV all outstanding Fees (except to the extent Disputed in good faith) payable prior to the date of such expiry or termination;
- (b) subject to the terms of the Technology Transfer and Intellectual Property License Agreement, promptly return to NV, any NV Confidential Information and any other assets or property of NV, in each case, then in possession of Company held or maintained by Company as of the effective date of such termination or expiration; *provided, however*, that Company may continue to retain a copy of Company Confidential Information and use it as permitted under clause 14;
- (c) subject to the terms of the Technology Transfer and Intellectual Property License Agreement, stop using, or allowing the use of, any of NV's trademarks, logos, devices, symbols, brands or other similar items (whether registered or unregistered) used by or licensed to Company; and
- (d) comply with its obligations under clause 14.

#### 19.7 Transition

19.7.1 NV shall ensure that, upon termination (other than any termination for cause by NV pursuant to clause 19.3) or expiry of this Agreement, a transfer of the NV Services to Company shall take place in accordance with the Transition Plan. No later than twelve (12) months prior to the expiry of this Agreement or as soon as reasonably practicable upon the issuance of a notice of termination (other than as a result of the expiry of this Agreement), the Parties shall agree on a transition plan (the "**Transition Plan**") outlining the particulars of all responsibilities and obligations of NV and Company in relation to the transition of the NV Services to Company in accordance with Good Industry Practice, as applicable.

19.7.2 Company shall pay reasonable costs and expenses in connection with the Transition Plan which shall be mutually agreed by the Parties in advance, *provided* that NV shall be required to pay all costs and expenses incurred by NV (including Project Consultation Fees) in connection with the Transition Plan in the event Company terminates this Agreement pursuant to clauses 19.2.1-19.2.6.

#### 19.8 Survival

19.8.1 Termination or expiry of this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either Party, nor shall it affect the coming into force or the continuance in force of any provision of this Agreement which is expressly or by implication intended to come into force or continue in force on or after termination.

19.8.2 The following clauses, and provisions referred to by such clauses, shall survive termination or expiry of this Agreement together with any other provisions which by their nature are expressed to survive expiry or termination or are intended or required to give effect to the expiration or termination of this Agreement: clauses 1 (*Definitions; Interpretations; Conflicts*); 5.3.4-5.3.12 (*Commercial Milestones and Payment Terms*) (*provided* that such clauses shall only survive with respect to any outstanding Fees and any other amounts due from Company to NV under this Agreement that are payable for periods prior to the date of such expiry or termination but have not been paid to NV yet or in connection with NV's performance of the Transition Plan and any outstanding unpaid Commercial Milestones subject to clause

5.3.6); 13 (*Intellectual Property Rights*), 14 (*Confidential Information*), 15 (*Indemnity*), 16 (*Limitation of Liability*), 19.6-19.8 (*Termination*), 20 (*Notices*) and 33 (*Governing Law; Arbitration and Jurisdiction*), and the applicable provisions of Schedule 1 (*Defined Terms and Interpretation*).

## 20. NOTICES

20.1 Any communication to be given in connection with this Agreement shall be in writing and if such communication is a Formal Notice shall either be delivered by hand or courier to a Party's registered office (or such other address as it may notify to the other Party for such purpose) or by email as follows:

**to Company at:**

GENOMICS INNOVATIONS COMPANY LIMITED

Building No. 3936, 6651 Al Nakheel District, Postal Code 12382,  
RGNB3936, Riyadh, Kingdom of Saudi Arabia

*Marked for the attention of:*

[\*\*\*]  
email:[\*\*\*]

**to NV at:**

CENTOGENE N.V.  
Am Strande 7, 18055  
Rostock, Germany

*Marked for the attention of:*

Chief Legal Officer  
email: [\*\*\*]

*With a copy, which shall not constitute notice, to:*

[\*\*\*]

*And with a copy, which shall not constitute notice, to:*

Chief Financial Officer

email: [\*\*\*]

20.2 A communication sent according to clause 20.1 shall be deemed to have been received:

- 20.2.1 if delivered by hand, on written acknowledgment or receipt by an officer or an employee of the receiving Party;
- 20.2.2 if delivered by courier, on production of evidence from the relevant courier that the notice was successfully delivered; or
- 20.2.3 if by email, upon transmission to the correct email address as specified; *provided*, that a hard copy is sent by post as soon as reasonably practicable thereafter to the address set out in clause 20.1.

If, under the preceding provisions of this clause 20.2, a communication would otherwise be deemed to have been received outside normal business hours in the place of receipt, being 9:00 a.m. to 4:00 p.m. on a Business Day, it shall be deemed to have been received at 9:00 a.m. on the next Business Day.

20.3 A Party may notify the other Party of a change to its name or address or email address for the purposes of clause 20.1; *provided*, that such notification shall only be effective on:

20.3.1 the date specified in the notification as the date on which the change is to take place; or

20.3.2 if no date is specified or the date specified is less than five (5) Business Days after the date on which notice is deemed to have been served, the date falling five (5) Business Days after notice of any such change is deemed to have been given.

## 21. ASSIGNMENT AND SUBCONTRACTING

21.1 The Parties acknowledge and agree that NV shall assume full responsibility to Company for the provision of the NV Services under this Agreement, subject to the terms and conditions of this Agreement. Accordingly, NV may not subcontract any of its obligations under this Agreement without prior written consent from Company (not to be unreasonably withheld, conditioned or delayed); *provided* that NV may subcontract all or any of its obligations under this Agreement to any Affiliate of NV without Company's prior written consent. NV shall assume full liability and responsibility for any subcontractor's compliance with the terms of this Agreement as if this Agreement were made between Company and such subcontractor. For the avoidance of doubt, any and all obligations of NV under this Agreement may be subcontracted to Centogene GmbH.

21.2 Neither Party is permitted to assign, sub-license, create a charge over or otherwise dispose of any of its rights or transfer or otherwise dispose of any of its obligations under this Agreement without the prior written consent of the other Party (not to be unreasonably withheld, conditioned or delayed); *provided* that either Party is permitted to assign, sub-license, create a charge over or otherwise dispose of any of its rights or transfer or otherwise dispose of any of its obligations under this Agreement:

21.2.1 to any Affiliate; or

21.2.2 in relation to its right to receive payment under this Agreement, as collateral to any financial institution providing financing to such Party or any of such Party's Affiliates,

in each case without the prior written consent of the other Party.

## 22. COSTS

Except as otherwise set forth in this Agreement, each Party shall pay the costs and expenses incurred by it in connection with preparation, review, negotiation and execution of this Agreement.

## 23. AUDIT

23.1 NV shall (and shall procure that its subcontractors, vendors, Affiliates, and all NV Personnel) maintain and keep accurate and complete reports, instructions, plans, receipts, drawings, accounts, records and all other documents that relate to the NV Services or Fees, or that relate to or are referred to in this Agreement (collectively, the "**Records**"), in accordance with accounting practices consistent with Good Industry Practice and Applicable Law, until the expiry of five (5) years after the expiry of the Term or termination of this Agreement.

23.2 Company (and any of Company's Regulators, agents or professional advisors) shall have the right to audit NV's compliance with this Agreement on giving at least ten (10) days' written notice to NV, unless such audit is required:

23.2.1 for reasons of actual or suspected fraud, criminal activity or failure to comply with Applicable Law;

23.2.2 by a Regulator; or

23.2.3 for reasons of actual or suspected non-compliance by NV with any material data security obligations under Schedule 3 (*Personal Data and Information Security*),

in which case such audits may be at any time.

23.3 Any audit conducted pursuant to this clause 23 must be made by an independent professional firm chosen or appointed by Company and reasonably acceptable to NV who enters into a reasonable non-disclosure agreement with NV. All audit activities must be conducted during normal business hours, without disruption to normal business activities and the materials to be reviewed may be redacted to protect privacy, legally privileged information and otherwise as is reasonable in light of Applicable Law and contractual obligations. Company shall be responsible for costs and expenses related to the audit. No Record may be audited more than one time.

## 24. LANGUAGE

24.1 This Agreement shall be executed in English.

24.2 Any notice (including, without limitation, a Formal Notice) given in connection with this Agreement shall be in English.

24.3 Any other document provided by a Party in connection with this Agreement shall be in English.

## 25. COOPERATION WITH REGULATORS

Each Party shall at all times provide reasonable cooperation with any Regulatory Authority in connection with the NV Services and provide all such reasonable assistance as such other Party may require in dealing with Regulatory Authorities as is relevant to the NV Services.

## 26. ANTI-BRIBERY AND CORRUPTION

26.1 Neither Party, nor any of its Affiliates shall accept or give any commission or gift or other financial benefit or inducement from or to any person or party in connection with its rights and obligations under this Agreement and shall ensure that its employees, agents and subcontractors shall not accept or give any such commission, gift, benefit or inducement, and shall immediately notify the other Party of any such commission, gift, benefit or inducement which may be offered.

26.2 Each Party, its Affiliates and their Affiliated Persons shall be solely responsible for complying, have to their best knowledge complied, and shall comply, with ABC Laws and have to their best knowledge not taken and shall not take or fail to take any actions, which act or omission would subject the other Party or its Affiliates to liability under ABC Laws.

26.3 Each Party and its Affiliates shall implement and maintain an effective and appropriate internal control system and a compliance program for the prevention of bribery and corruption, money laundering and other crimes.

26.4 In the event that a Party (a “**Notified Party**”) reasonably believes that it has (or any of its Affiliates have) violated, or is in violation of, any ABC Laws, including without limitation if the Notified Party has received any correspondence or notice from a Regulator that the Notified Party has breached, may potentially breach or is in breach of, any ABC Laws, then the Notified

Party is required to promptly notify the other Party of such breach. The Notified Party agrees to provide all reasonable assistance with respect to any audit or investigation by a Regulator (or any similar body) into whether a violation of any ABC Law has occurred by the Notified Party and the nature and extent of such violation.

## **27. EXPORT CONTROL AND SANCTIONS**

The Parties agree not to use or otherwise export or re-export anything exchanged or transferred between them pursuant to this Agreement except as authorized by Applicable Laws and the laws of the jurisdiction in which it was obtained. In particular, but without limitation, items and services exchanged may not be exported or re-exported into any Sanctioned Countries. By entering into this Agreement, each Party represents and warrants that they are not located in a Sanctioned Country or on any sanctioned persons list. Each Party also agrees that they will not use any item or service exchanged for any purposes prohibited by Applicable Law, including, without limitation, the development, design, manufacture or production of missiles, or nuclear, chemical or biological weapons. In the event either Party becomes aware of any suspected violations of this clause 27 that Party will promptly inform the other Party of such suspected violations, and the Parties shall cooperate with one another in any subsequent investigation and defence, be they civil or criminal.

## **28. FURTHER ASSURANCE**

Each Party shall do and execute, or arrange for the doing and executing of, each necessary act, document and thing reasonably within its power to implement and give effect to this Agreement.

## **29. REQUIRED CONSENTS**

29.1 NV will provide Company with commercially reasonable assistance as is reasonably requested by Company in order for Company to obtain and maintain the relevant approvals, licenses and consents with respect to the provision of NV Services and the KSA Facility.

29.2 Each Party shall obtain and maintain during the Term of this Agreement any permits, licenses or registrations, approvals and no-objections, required for the provision or receipt, as applicable, of the NV Services and the performance of its other obligations under this Agreement; *provided*, however, that notwithstanding any other provision to the contrary in this Agreement, Company acknowledges that NV will be providing the NV Services without establishing any licensed presence in KSA. Company acknowledges it is not a breach of this Agreement that NV does not establish any such presence or obtain any license in KSA.

## **30. RIGHTS OF THIRD PARTIES**

30.1 A person who is not a party to this Agreement shall not have any right to enforce any term of this Agreement.

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

## **31. WAIVER AND VARIATION**

31.1 A failure or delay by a Party to exercise any right or remedy provided under this Agreement, whether by conduct or otherwise, shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement, whether

by conduct or otherwise, shall preclude or restrict the further exercise of that or any other right or remedy.

- 31.2 A waiver of any right or remedy under this Agreement shall only be effective if given in writing and signed by the Party against whom the waiver would be enforced and shall not be deemed a waiver of any subsequent breach or default.
- 31.3 No variation or amendment of this Agreement shall be valid unless it is in writing and duly executed by or on behalf of all of the Parties to this Agreement. Unless expressly agreed in writing, no variation or amendment shall constitute a general waiver of any other provision of this Agreement, nor shall it affect any rights or obligations under or pursuant to this Agreement which have already accrued up to the date of variation or amendment, and the rights and obligations under or pursuant to this Agreement shall remain in full force and effect, except and only to the extent that they are varied or amended in accordance with this clause 31.

## **32. SEVERABILITY**

Where any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect, then such provision shall be deemed to be severed from this Agreement and, if possible, replaced with a lawful provision which, as closely as possible, gives effect to the intention of the Parties under this Agreement and, where permissible, that shall not affect or impair the legality, validity or enforceability in that, or any other, jurisdiction of any other provision of this Agreement.

## **33. GOVERNING LAW; ARBITRATION AND JURISDICTION**

### **33.1 Governing Law**

This Agreement shall be governed and construed in accordance with the laws of the Kingdom.

### **33.2 Jurisdiction**

- 33.2.1 In the event of any dispute, difference, claim, controversy or question between Company and NV, 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**”), Company and NV shall first endeavor to settle such Dispute by good faith negotiation. The Parties agree, save as otherwise agreed in writing by Company and NV, that the negotiations shall not exceed three (3) months from the date of the start of such negotiations.
- 33.2.2 Notwithstanding the provisions of clause 33.2.1 above, any Dispute arising out of, or in connection with, this Agreement shall be finally administered by the Saudi Centre for Commercial Arbitration (“**SCCA**”) in accordance with its Arbitration Rules. The arbitration shall be conducted by an arbitration tribunal consisting of three (3) independent arbitrators, none of whom shall have any relationship or competitive interests with any of the Parties or any of their Affiliates. Company shall appoint one (1) arbitrator, NV 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.

**34. ENTIRE AGREEMENT**

34.1 This Agreement and the Project Documents set out the entire agreement and understanding between the Parties in respect of the subject matter of this Agreement and supersede all prior agreements and understandings, both oral and written, between the Parties with respect to the subject matter hereof and thereof.

34.2 Each Party acknowledges that it is not relying on, and shall have no remedies in respect of, any undertakings, representations, warranties, promises or assurances (whether made innocently or negligently) that are not set forth in this Agreement.

34.3 Nothing in the preceding sub clause limits or excludes any liability for fraud or fraudulent concealment.

**35. COUNTERPARTS**

This Agreement or any amendment agreed to pursuant to clause 31.3 may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which, when taken together, shall constitute one and the same instrument.

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, this Agreement has been executed by the Parties by their duly authorized representatives on the Effective Date.

Signed by Kim Stratton for and on behalf of  
**CENTOGENE N.V.**

) /s/ Kim Stratton  
)  
)  
)  
)

Signed by Miguel Coego for and on behalf of  
**CENTOGENE N.V.**

) /s/ Miguel Coego  
)  
)  
)  
)

Signed by Jeremy Panacheril for and on behalf of  
**GENOMICS INNOVATIONS COMPANY LIMITED**

) /s/ Jeremy Panacheril  
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## SCHEDULE 1

### DEFINED TERMS AND INTERPRETATION

#### Part 1 – Defined Terms

In this Agreement:

“**Abandon**” or “**Abandonment**” means the material failure of NV to provide all or a material part of the NV Services for a continuous and consecutive period of forty-five (45) Business Days or more, other than any material non-performance due to:

- (a) non-payment by Company of the Fees that are due in accordance with the terms of this Agreement; or
- (b) occurrence of a Force Majeure Event;

“**ABC Laws**” means all laws and regulations applicable to the Parties and this Agreement, that relates to bribery or corruption or money laundering, including (without limitation):

- (a) the Saudi Arabian Anti-Bribery Law promulgated by royal decree number M/36 dated 26/12/1412H (corresponding to 27 June 1992) and the Saudi Arabian Anti-Money Laundering Law promulgated by royal decree number M/20 dated 5/2/1439H (corresponding to 25 October 2017);
- (b) the US Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations issued thereunder; and
- (c) the UK Bribery Act 2010, as each may be amended or re-enacted from time to time.

“**Accreditation**” means the CAP Laboratory Accreditation from the College of American Pathologists (“**CAP**”) and the Clinical Laboratory Improvement Amendments (“**CLIA**”) certification, or, in the event Company is unable to obtain such accreditation or certification, as applicable, due to regulatory changes arising after the Effective Date, an equivalent internationally recognized accreditation or certification, as applicable, as mutually agreed by the Board of Directors, and “**Accredited**” shall be construed accordingly;

“**Affiliate**” means any person, now or in the future, directly Controlling, Controlled by or under direct or indirect Common Control of a Party. For the avoidance of doubt, for purposes of this Agreement, when used in connection with Company, the term “Affiliate” will not include NV, and when used in connection with NV, the term “Affiliate” will not include Company;

“**Affiliated Persons**” means a relevant Party and its Affiliates’ officers, directors, employees, agents or representatives, or any of its stockholders, principals or owners (including ultimate beneficial owners) acting on its behalf or in its interests;

“**Agreement**” has the meaning set out in the preamble of this Agreement;

“**Applicable Data Protection Laws**” means any and all laws, statutes, rules and regulations relating to the privacy, security, protection, access, collection, storage, transmission, disclosure, exchange or other processing of Personal Data, including, but not limited to, the General Data Protection Regulation (EU) 2016/679 (“**GDPR**”), the German Federal Data Protection Act (*Bundesdatenschutzgesetz*), the provisions of the German Genetic Diagnostics Act (*Gendiagnostikgesetz*), the Kingdom National Data Management Office’s Interim Regulations on Personal Data Protection, the Kingdom Ministry of Health’s Guidelines for Informed Consent, and the Kingdom Personal Data Protection Law (issued pursuant to Royal Decree M/19 of 9/2/1443H (corresponding to 16 September 2021) and any relevant

implementing regulations issued pursuant to the Kingdom Personal Data Protection Law (“**KSA PDPL**”), in each case as amended or updated from time to time;

“**Applicable Export Control**” or “**Economic Sanctions Programs**” means all applicable national and international export controls, Sanctions laws, regulations and programs;

“**Applicable Law**” means any of the following, to the extent that it applies to a Party:

- (a) any laws, statute, directive, order, enactment, regulation, bylaw, ordinance or subordinate legislation in force from time to time; but subject to any written waivers granted by any Governmental Authority;
- (b) any binding court order, judgment or decree;
- (c) any applicable industry code, policy or standard enforceable by law;
- (d) any applicable direction, statement of practice, policy, rule or order that is set out by a Regulatory Authority that is binding on the Parties; and
- (e) the ABC Laws, Applicable Data Protection Laws and the Applicable Export Control or Economic Sanctions Programs;

“**Approved Employment Contract**” has the meaning set out in Schedule 4 (*Staffing and Secondment*) clause 3.2 of this Agreement;

“**Approved Policy**” means a policy of Company approved in accordance with the terms of the Joint Venture Agreement;

“**Approved Seconded Personnel**” has the meaning set out in Schedule 4 (*Staffing and Secondment*) clause 3.2 of this Agreement;

“**Board of Directors**” means the Board of Directors of Company from time to time;

“**Business Day**” means any day other than a Friday, Saturday or public holiday in KSA or Germany;

“**Business Plan**” means the Initial Business Plan set out in Schedule 7 of the Joint Venture Agreement;

“**Claim**” means any claims, demands, suits, proceedings or actions by any Governmental Authority, Regulatory Authority or a third party (in either case, not being connected to or related to the relevant Indemnitee);

“**Clauses**” has the meaning set out in Schedule 3 (*Personal Data and Information Security*) Part A clause 1.1 of this Agreement;

“**Commercial Milestone**” has the meaning set out in clause 5.3.4 of this Agreement;

“**Commercial Milestone Fee**” has the meaning set out in clause 5.3.4 of this Agreement;

“**Commercially Reasonable Efforts**” means taking such steps and performing in such a manner as a similarly situated company would undertake where such company was acting in a determined, prudent and reasonable manner to achieve the particular result for its own benefit;

“**Company**” has the meaning set out in the preamble of this Agreement;

“**Company Confidential Information**” means Confidential Information of Company;

“**Company Data**” means all Personal Data which relates to Company Personnel;

“**Company Group**” means Company and its Affiliates;

“**Company Indemnitee**” has the meaning set out in clause 15.1 of this Agreement;

“**Company Personnel**” means any employees, officers, directors, consultants, contractors or agents employed or engaged by Company or its Affiliates, but excluding any NV Personnel seconded to Company;

“**Company Representative**” has the meaning set out in clause 4.6 of this Agreement;

“**Confidential Information**” means information that is marked, designated or otherwise identified as ‘confidential’ or which by its nature is clearly confidential. Confidential Information includes (without limitation) any information concerning the technology, technical processes, samples, studies, findings, inventions, ideas, business processes, procedures, business affairs, financial affairs and finance of Company Group or NV Group, as the case may be; *provided* that Confidential Information shall not include any Personal Data which is addressed separately in Schedule 3 (*Personal Data and Information Security*) of this Agreement. Company’s or NV’s security procedures are also included within the definition of Confidential Information. Confidential Information may take the form of documents, technical specifications, unpublished patent specifications, data, drawings, plans, processes, photographs, databases, computer software in disk, cassette, tape or electronic form and data storage or memory in, and items of, computer hardware; or oral descriptions, demonstrations or observations, and Confidential Information includes (without limitation) information which is supplied to, stored by, processed or marked for destruction by, NV Group to Company Group, or by Company Group to NV Group;

“**Construction Completion**” has the meaning set out in clause 1.1.3(b)(ii) of Schedule 2 of this Agreement;

“**Control**” (including the terms “**Controlling**”, “**Controlled by**” and “**under Common Control**”), means in relation to any person (being the “**Controlled Person**”), being:

- (a) entitled to exercise, or control the exercise of (directly or indirectly) more than fifty percent (50%) of the voting power at any general meeting of the shareholders, members or partners or other equity holders (and including, in the case of a limited partnership, of the limited partners of) in respect of all or substantially all matters falling to be decided by resolution or meeting of such persons;
- (b) entitled to appoint or remove:
  - (i) directors on the Controlled Person’s board of directors or its other governing body (or, in the case of a limited partnership, of the board or other governing body of its general partner) who are able (in the aggregate) to exercise more than fifty percent (50%) of the voting power at meetings of that board or governing body in respect of all or substantially all matters;
  - (ii) any managing member of such Controlled Person; and/or
  - (iii) in the case of a limited partnership, its general partner; or
- (c) entitled to exercise a dominant influence over the Controlled Person (otherwise than solely as a fiduciary) by virtue of the provisions contained in its constitutional documents or pursuant to an agreement with other shareholders, partners or members of the Controlled Person;

“**Data Protection Impact Assessment**” has the meaning set out in clause 7.3.1 of Schedule 3 (*Personal Data and Information Security*) of this Agreement;

“**Dispute**” has the meaning set out in clause 33.2.1 of this Agreement;

“**Effective Date**” has the meaning set out in the preamble of this Agreement;

“**Fees**” has the meaning set out in clause 5.1.1 of this Agreement;

“**First Operational Milestone**” has the meaning set out in clause 5.3.1 of this Agreement;

“**Fixed Performance Fee**” has the meaning set out in clause 5.3.4 of this Agreement;

“**Force Majeure Event**” has the meaning set out in clause 17 of this Agreement;

“**Formal Notices**” means:

- (a) notices invoking, or relating to, Dispute resolution or any litigation between the Parties;
- (b) notices given in connection with a Force Majeure Event pursuant to clause 17 of this Agreement;
- (c) a change to the contact details specified in clause 20.1 of this Agreement; or
- (d) any other notices stated in this Agreement to be a Formal Notice;

“**Good Industry Practice**” means the degree of skill, diligence, prudence and foresight and standard of care which would ordinarily be expected to be observed by a duly qualified, skilled and experienced professional engaged in the same or similar type of undertaking as that of NV in providing the NV Services;

“**Good Laboratory Practice**” means international ethical and scientific quality standards, practices, methods and procedures conforming to Applicable Law and international health industry practice and exercising that degree of skill, care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a duly qualified, skilled, efficient and experienced laboratory service provider providing laboratory services in connection with a facility of a size and capacity comparable to the KSA Facility;

“**Governmental Authority**” means any federal, emirate, state, provincial or municipal government or political subdivision thereof, a governmental or quasi-governmental ministry, legislative body, agency, authority, board, bureau, commission, government-controlled corporation or entity, department, instrumentality or public body, or any court, administrative tribunal or public utility that has jurisdiction over the Party or matter in question;

“**Indemnified Losses**” means:

- (a) any amounts awarded by a court or tribunal of competent jurisdiction or arbitrator to a third party;
- (b) any amounts paid in settlement to a third party;
- (c) any interest awarded by a court of competent jurisdiction or arbitrator in respect of the above; and
- (d) reasonable costs of investigation, litigation, settlement and external legal fees (on a solicitor-client basis) and disbursements and administrative costs directly incurred by the Indemnatee in respect of a Claim;

“**Indemnatee**” means a Party relying on an indemnity pursuant to this Agreement;

“**Indemnitor**” means a Party providing an indemnity pursuant to this Agreement;

“**Intellectual Property Rights**” means any and all rights available under patent, copyright, industrial design, trade secret law or any trademarks, service marks, trade names or other statutory provision or common law doctrine with respect to designs, formulas, algorithms, procedures, methods, techniques, ideas, Know-How, programs, subroutines, tools, inventions, creations, improvements, works of authorship, other similar materials, and all recordings, graphs, drawings, reports, analyses, other writings, and any other embodiment of the foregoing, in any form, whether or not specifically listed herein, which may subsist in any part of the world, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights for their full term;

“**Invoice**” has the meaning set out in clause 5.3.7 of this Agreement;

“**Joint Venture Agreement**” has the meaning set out in the preamble to this Agreement;

“**Kingdom**” or “**KSA**” means the Kingdom of Saudi Arabia;

“**Know-How**” has the meaning set out in the Technology Transfer and Intellectual Property License Agreement;

“**KSA Biodatabank**” means national KSA data registries, biodatabank and genetic data including in relation to rare and neurodegenerative diseases that is Controlled by Company;

“**KSA Facility**” means the facility for the establishment and maintenance of the KSA Lab and the KSA Biodatabank;

“**KSA Facility License**” means the license issued by the Saudi Food and Drug Authority authorizing the KSA Facility to provide services in Riyadh, KSA;

“**KSA Lab**” means a laboratory facility to be located in Riyadh, the Kingdom, and operated in accordance with Applicable Law with the intention that it becomes an Accredited, globally recognized, commercially driven genomics wet and dry lab;

“**Laboratory Services Agreement**” has the meaning set out in the preamble of this Agreement;

“**Lawful Export Measures**” has the meaning set out in Schedule 3 (*Personal Data and Information Security*) Part B clause 2.3 of this Agreement;

“**Licensed Other Personnel**” has the meaning set out in clause 1.1.2 of Schedule 4 (*Staffing and Secondment*) of this Agreement;

“**Licensed Personnel**” means laboratory or clinical professionals that are employees of NV or parties contracted by NV;

“**Licensed Seconded Personnel**” has the meaning set out in clause 1.1.1 of Schedule 4 (*Staffing and Secondment*) of this Agreement;

“**Losses**” means all Claims (whether or not successful, compromised or settled), actions, proceedings, liabilities, demands, judgments (asserted or established in any jurisdiction) and any and all losses, damages (including interest), any amounts paid in settlement (including interest) of a Claim, costs, expenses (including reasonable legal, investigative, administrative or professional costs and expenses incurred in disputing or defending any of the foregoing), Taxes, fines or penalties;

“**Net Revenue**” means the revenue of Company less any customer discounts or allowances including:

- (a) credits or allowances given to customers for rejections or returns of a product or service;
- (b) sales taxes, excise taxes and use taxes, on the production, importation, use or sale of such product or service;
- (c) freight, postage, shipping and insurance charges allowed or paid for delivery of the products or service, to the extent included in the gross sales price;
- (d) cash discounts given by Company or any of its Affiliates or its or their permitted sublicensees in the ordinary course of the business;
- (e) chargebacks, rebates, administrative fee arrangements, reimbursements, and similar payments to wholesalers and other distributors, buying groups, health care insurance carriers, pharmacy benefit management companies, health maintenance organizations, other institutions or health care organizations or other customers;
- (f) amounts due to third parties on account of rebate payments or other price reductions provided, based on sales by Company or its Affiliates or sublicensees to any Governmental Authorities or Regulators;
- (g) other specifically identifiable amounts that have been credited against or deducted from gross sales of products and services, and which are substantially similar to those credits and deductions listed above; and

any other permitted deductions in accordance with International Financial Reporting Standards (“IFRS”) not set out in (a)-(g) above;

“**Non-Licensed Other Personnel**” has the meaning set out in clause 1.1.4 of Schedule 4 (*Staffing and Secondment*) of this Agreement;

“**Non-Licensed Personnel**” means employees of NV or parties contracted by NV other than Licensed Personnel;

“**Non-Licensed Seconded Personnel**” has the meaning set out in clause 1.1.3 of Schedule 4 (*Staffing and Secondment*) of this Agreement;

“**Notified Party**” has the meaning set out in clause 26.4 of this Agreement;

“**NV**” has the meaning set out in the preamble of this Agreement;

“**NV Confidential Information**” means Confidential Information of NV;

“**NV Data**” means all Personal Data which relates to NV Personnel;

“**NV Facility**” has the meaning set out in the preamble of this Agreement;

“**NV Group**” means NV and its Affiliates;

“**NV Indemnitee**” has the meaning set out in clause 15.3 of this Agreement;

“**NV Personnel**” means employees, officers, directors, consultants, contractors and agents engaged wholly or partly by NV (or any of its Affiliates), including Licensed Seconded Personnel, Licensed Other Personnel, Non-Licensed Seconded Personnel, Non-Licensed Other Personnel, from time to time, including the NV Representative and any Approved Seconded Personnel, to provide the NV Services;

“**NV Representative**” has the meaning set out in clause 3.3.1 of this Agreement;

“**NV Services**” has the meaning set out in clause 3.1 of this Agreement;

“**OFAC**” means the U.S. Department of the Treasury’s Office of Foreign Assets Control;

“**Operational Milestone**” has the meaning set out in clause 5.3.1 of this Agreement;

“**Operational Milestone Fee**” has the meaning set out in clause 5.3.1 of this Agreement;

“**Other Personnel**” means those Licensed Personnel and Non-Licensed Personnel that perform NV Services for Company other than Seconded Personnel;

“**Party**” or “**Parties**” have the meaning set out in the preamble of this Agreement;

“**Personal Data**” has the meaning given to it in Applicable Data Protection Laws;

“**Personal Data Breach**” has the meaning set out in clause 6.4.1 of Schedule 3 (*Personal Data and Information Security*) of this Agreement;

“**Project Consultation Fee**” has the meaning set out in clause 5.2 of this Agreement;

“**Project Documents**” means, collectively, this Agreement, the Joint Venture Agreement, the Technology Transfer and Intellectual Property License Agreement and the Laboratory Services Agreement;

“**Provider**” has the meaning set out in clause 14.1 of this Agreement;

“**Recipient**” has the meaning set out in clause 14.1 of this Agreement;

“**Records**” has the meaning set out in clause 23.1 of this Agreement;

“**Regulator**” or “**Regulatory Authority**” means any national, regional, state or local regulatory agency, department, bureau, commission, council or other Governmental Authority whose review and/or approval is necessary for performing clinical and/or laboratory services in the applicable regulatory jurisdiction and granting regulatory approvals or having regulatory or supervisory authority over a Party or a Party’s assets, resources or business, or over the NV Services;

“**SAR**” means Saudi Arabian Riyals;

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

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

“**SCCA**” has the meaning given in clause 33.2.2 of this Agreement;

“**Second Operational Milestone**” has the meaning set out in clause 5.3.1 of this Agreement;

“**Seconded Personnel**” means those Licensed Personnel or Non-Licensed Personnel that are seconded to Company from time to time, including any Approved Seconded Personnel;

“**Shareholders**” means any person to whom one or more shares may be transferred or issued from time to time in accordance with the Joint Venture Agreement, and “**Shareholder**” means any of them;

“**Staffing Plan**” has the meaning set out in clause 1.2 of Schedule 4 (*Staffing and Secondment*) of this Agreement;

“**Tax**” means all forms of taxation and statutory, governmental, state, federal, provincial, local, government or municipal charges, duties, imposts, contributions, levies, VAT, withholdings or other liabilities in the nature of taxation wherever chargeable and whether of KSA or any other jurisdiction (including, for the avoidance of doubt, social security contributions in KSA and Germany and corresponding obligations elsewhere) and any penalty, fine, surcharge, interest, charges or costs relating to it or them;

“**Tax Credit**” means a credit against, relief or remission for, or repayment of, any Tax;

“**Tax Deduction**” means any amount which Company is required by Applicable Law to deduct or withhold on account of Tax from any payment by Company to NV (or a relevant Affiliate) in respect of any Fees;

“**Technology Transfer and Intellectual Property License Agreement**” has the meaning set out in the recitals of this Agreement;

“**Term**” has the meaning set out in clause 11 of this Agreement;

“**Third Party Service Provider**” means a third-party entity engaged by Company (other than NV, any of its Affiliates or any NV Personnel) to provide Third Party Services;

“**Third Party Services**” means any services which NV and Company agree in advance in writing are Third Party Services for the purposes of this Agreement;

“**Transition Plan**” has the meaning set out in clause 19.7.1 of this Agreement;

“**VAT**” means:

- (a) any Tax imposed in relation to the Unified Agreement for Value Added Tax for the Co-operation Council for the Arab States of the Gulf;
- (b) any other Tax of a similar nature, imposed in a member state of the Co-operation Council for the Arab States of the Gulf; or
- (c) any other similar Taxes imposed anywhere in the world; and

“**Wilful Misconduct**” means conduct that is unreasonable, deliberate and carried out by a Party in the knowledge that it will result in significant injury or damage to the other Party.

## Part 2 - Interpretation

In this Agreement:

- (a) any reference to “Schedule” or “Annex”, unless the context otherwise requires, is a reference to the relevant schedule or annex of and to this Agreement, and any reference to a “clause”, “section” or “paragraph”, unless the context otherwise requires, is a reference to a clause in this Agreement, a section or paragraph in the relevant Schedule and a paragraph in the relevant Annex, respectively;
- (b) the clause, section and paragraph headings and the contents page in this Agreement are included for convenience purposes only and shall not affect the interpretation of this Agreement;
- (c) use of the singular in this Agreement includes the plural and vice versa;
- (d) any reference to a Party or the Parties means a party or the parties to this Agreement, including their successors in interest and permitted assigns;
- (e) any reference to “persons” includes natural persons, companies, corporations, partnerships, limited liability companies, firms, associations, organisations, Governmental Authorities, foundations and trusts (in each case, whether or not having separate legal personality);
- (f) any reference to a date refers to the Gregorian calendar;
- (g) any reference to a statute, statutory provision or subordinate legislation shall, except where the context otherwise requires, be construed as referring to such legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation;
- (h) unless otherwise defined, terms used in the healthcare industry or other relevant business context shall be interpreted in accordance with their generally understood meaning in that industry or business context;
- (i) any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
- (j) any reference to “writing” or “written” includes email (but not faxes), save with respect to Formal Notices, where service in accordance with clause 20 of this Agreement is required; and
- (k) any reference to any agreement or other instrument shall, except where expressly provided to the contrary, include any amendment, restatement, amendment and restatement, modification, variation or novation (in whole or in part) to such agreement or other instrument.

**SCHEDULE 2**

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## SCHEDULE 3

### PERSONAL DATA AND INFORMATION SECURITY

#### PART A - GDPR DATA PROCESSING CLAUSES

##### 1. PURPOSE AND SCOPE

- 1.1 The purpose of these Data Processing Clauses (the “**Clauses**”) is to ensure compliance with Article 28(3) and (4) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data.
- 1.2 The controllers and processors listed in Annex I have agreed to these Clauses in order to ensure compliance with Article 28(3) and (4) of Regulation (EU) 2016/679.
- 1.3 These Clauses apply to the processing of Personal Data as specified in Annex II.
- 1.4 Annexes I to V are an integral part of the Clauses.
- 1.5 These Clauses are without prejudice to obligations to which the controller is subject by virtue of Regulation (EU) 2016/679.
- 1.6 These Clauses do not by themselves ensure compliance with obligations related to international transfers in accordance with Chapter V of Regulation (EU) 2016/679.

##### 2. INTERPRETATION

- 2.1 Where these Clauses use the terms defined in Regulation (EU) 2016/679, those terms shall have the same meaning as in that Regulation.
- 2.2 These Clauses shall be read and interpreted in the light of the provisions of Regulation (EU) 2016/679.
- 2.3 These Clauses shall not be interpreted in a way that runs counter to the rights and obligations provided for in Regulation (EU) 2016/679 or in a way that prejudices the fundamental rights or freedoms of the data subjects.

##### 3. HIERARCHY

- 3.1 In the event of a contradiction between these Clauses and the provisions of the Project Documents, these Clauses shall prevail. In the event of a contradiction between these Clauses, the provisions of the Project Documents and the standard contractual clauses attached to this Schedule with respect to the transfer of Personal Data to a third country, the standard contractual clauses shall prevail.

##### 4. DOCKING CLAUSE

- 4.1 Any entity that is not a Party to these Clauses may, with the written agreement of all the Parties, accede to these Clauses at any time as a controller or a processor by completing the Annexes and signing Annex I.
- 4.2 Once Annex I has been completed and signed as set forth in clause 4.1, the acceding entity shall be treated as a Party to these Clauses and have the rights and obligations of a controller or a processor, in accordance with its designation in Annex I.

4.3 The acceding entity shall have no rights or obligations resulting from these Clauses from the period prior to becoming a Party.

## 5. **DESCRIPTION OF PROCESSING**

5.1 The details of the processing operations, in particular the categories of Personal Data and the purposes of processing for which the Personal Data is processed on behalf of the controller, are specified in Annex II.

## 6. **OBLIGATIONS OF THE PARTIES**

### 6.1 **Instructions**

6.1.1 The processor shall process Personal Data only on documented instructions from the controller, unless required to do so by Union or Member State law to which the processor is subject. In this case, the processor shall inform the controller of that legal requirement before processing, unless the law prohibits this on important grounds of public interest. Subsequent instructions may also be given by the controller throughout the duration of the processing of Personal Data. These instructions shall always be documented.

6.1.2 The processor shall immediately inform the controller if, in the processor's opinion, instructions given by the controller infringe Regulation (EU) 2016/679 or the applicable Union or Member State data protection provisions.

### 6.2 **Purpose Limitation**

The processor shall process the Personal Data only for the specific purpose(s) of the processing, as set out in Annex II, unless it receives further instructions from the controller.

### 6.3 **Duration of the Processing of Personal Data**

Processing by the processor shall only take place for the duration specified in Annex II.

### 6.4 **Security of Processing**

6.4.1 The processor shall at least implement the technical and organisational measures specified in Annex III to ensure the security of the Personal Data. This includes protecting the data against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access to the data (a "**Personal Data Breach**"). In assessing the appropriate level of security, the Parties shall take due account of the state of the art, the costs of implementation, the nature, scope, context and purposes of processing and the risks involved for the data subjects.

6.4.2 The processor shall grant access to the Personal Data undergoing processing to members of its personnel only to the extent strictly necessary for implementing, managing and monitoring of this Agreement. The processor shall ensure that persons authorized to process the Personal Data received have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

### 6.5 **Sensitive Data**

If the processing involves Personal Data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data or biometric data for the purpose of uniquely identifying a natural person, data concerning health or a person's sex

life or sexual orientation, or data relating to criminal convictions and offences (sensitive data), the processor shall apply specific restrictions and/or additional safeguards.

## 6.6 Documentation and Compliance

- 6.6.1 The Parties shall be able to demonstrate compliance with these Clauses.
- 6.6.2 The processor shall deal promptly and adequately with inquiries from the controller about the processing of data in accordance with these Clauses.
- 6.6.3 The processor shall make available to the controller all information necessary to demonstrate compliance with the obligations that are set out in these Clauses and stem directly from Regulation (EU) 2016/679. At the controller's request, the processor shall also permit and contribute to audits of the processing activities covered by these Clauses, at reasonable intervals or if there are indications of non-compliance. In deciding on a review or an audit, the controller may take into account relevant certifications held by the processor.
- 6.6.4 The controller may choose to conduct the audit by itself or mandate an independent auditor. Audits may also include inspections at the premises or physical facilities of the processor and shall, where appropriate, be carried out with reasonable notice.
- 6.6.5 The Parties shall make the information referred to in this Clause, including the results of any audits, available to the competent supervisory authority/ies on request.

## 6.7 Use of Sub-processors

- 6.7.1 The processor has the controller's general authorisation for the engagement of sub-processors from an agreed list which is set forth in Annex IV. The processor shall specifically inform in writing the controller of any intended changes of Annex IV through the addition or replacement of sub-processors at least 20 Business Days in advance, thereby giving the controller sufficient time to be able to object to such changes prior to the engagement of the concerned sub-processor(s). The processor shall provide the controller with the information necessary to enable the controller to exercise the right to object.
- 6.7.2 Where the processor engages a sub-processor for carrying out specific processing activities (on behalf of the controller), it shall do so by way of a contract which imposes on the sub-processor, in substance, the same data protection obligations as the ones imposed on the data processor in accordance with these Clauses. The processor shall ensure that the sub-processor complies with the obligations to which the processor is subject pursuant to these Clauses and to Regulation (EU) 2016/679.
- 6.7.3 At the controller's request, the processor shall provide a copy of such a sub-processor agreement and any subsequent amendments to the controller. To the extent necessary to protect business secrets or other Confidential Information, including Personal Data, the processor may redact the text of the agreement prior to sharing the copy.
- 6.7.4 The processor shall remain fully responsible to the controller for the performance of the sub-processor's obligations in accordance with its contract with the processor. The processor shall notify the controller of any failure by the sub-processor to fulfil its contractual obligations.
- 6.7.5 The processor shall agree to a third-party beneficiary clause with the sub-processor whereby - in the event the processor has factually disappeared, ceased to exist in law or

has become insolvent - the controller shall have the right to terminate the sub-processor contract and to instruct the sub-processor to erase or return the Personal Data.

## 6.8 International Transfers

- 6.8.1 Any transfer of data to a third country or an international organization by the processor shall be done only on the basis of documented instructions from the controller or in order to fulfil a specific requirement under Union or Member State law to which the processor is subject and shall take place in compliance with Chapter V of Regulation (EU) 2016/679.
- 6.8.2 To the extent that the services provided by processor entail a transfer of Personal Data from NV to Company, the standard contractual clauses attached to this Schedule as Annex V apply.
- 6.8.3 The controller agrees that where the processor engages a sub-processor in accordance with Clause 6.7 for carrying out specific processing activities (on behalf of the controller) and those processing activities involve a transfer of Personal Data within the meaning of Chapter V of Regulation (EU) 2016/679, the processor and the sub-processor can ensure compliance with Chapter V of Regulation (EU) 2016/679 by using standard contractual clauses adopted by the Commission in accordance with of Article 46(2) of Regulation (EU) 2016/679, provided the conditions for the use of those standard contractual clauses are met.

## 7. ASSISTANCE TO THE CONTROLLER

- 7.1 The processor shall promptly notify the controller of any request it has received from the data subject. It shall not respond to the request itself, unless authorized to do so by the controller.
- 7.2 The processor shall assist the controller in fulfilling its obligations to respond to data subjects' requests to exercise their rights, taking into account the nature of the processing. In fulfilling its obligations in accordance with 7.1 and 7.2, the processor shall comply with the controller's instructions.
- 7.3 In addition to the processor's obligation to assist the controller pursuant to Clause 7.2, the processor shall furthermore assist the controller in ensuring compliance with the following obligations, taking into account the nature of the data processing and the information available to the processor:
  - 7.3.1 the obligation to carry out an assessment of the impact of the envisaged processing operations on the protection of Personal Data (a "**Data Protection Impact Assessment**") where a type of processing is likely to result in a high risk to the rights and freedoms of natural persons;
  - 7.3.2 the obligation to consult the competent supervisory authority/ies prior to processing where a Data Protection Impact Assessment indicates that the processing would result in a high risk in the absence of measures taken by the controller to mitigate the risk;
  - 7.3.3 the obligation to ensure that Personal Data is accurate and up to date, by informing the controller without delay if the processor becomes aware that the Personal Data it is processing is inaccurate or has become outdated; and
  - 7.3.4 the obligations in Article 32 Regulation (EU) 2016/679.

## 8. NOTIFICATION OF PERSONAL DATA BREACH

8.1 In the event of a Personal Data Breach, the processor shall cooperate with and assist the controller for the controller to comply with its obligations to notify competent supervisory authorities or affected individuals under Applicable Data Protection Laws.

### 8.2 Data Breach Concerning Data Processed by the Controller

In the event of a Personal Data Breach concerning data processed by the controller, the processor shall assist the controller:

- 8.2.1 in notifying the Personal Data Breach to the competent supervisory authority/ies, without undue delay after the controller has become aware of it, where relevant (unless the Personal Data Breach is unlikely to result in a risk to the rights and freedoms of natural persons);
- 8.2.2 in obtaining the following information which, pursuant to Article 33(3) Regulation (EU) 2016/679, shall be stated in the controller's notification, and must at least include:
  - (i) the nature of the Personal Data including where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of Personal Data records concerned;
  - (ii) the likely consequences of the Personal Data Breach; and
  - (iii) the measures taken or proposed to be taken by the controller to address the Personal Data Breach, including, where appropriate, measures to mitigate its possible adverse effects.

Where, and insofar as, it is not possible to provide all this information at the same time, the initial notification shall contain the information then available and further information shall, as it becomes available, subsequently be provided without undue delay.

- 8.2.3 in complying, pursuant to Article 34 Regulation (EU) 2016/679, with the obligation to communicate without undue delay the Personal Data Breach to the data subject, when the Personal Data Breach is likely to result in a high risk to the rights and freedoms of natural persons.

### 8.3 Data Breach Concerning Data Processed by the Processor

In the event of a Personal Data Breach concerning data processed by the processor, the processor shall notify the controller without undue delay after the processor has become aware of the breach. Such notification shall contain, at least:

- 8.3.1 a description of the nature of the breach (including, where possible, the categories and approximate number of data subjects and data records concerned);
- 8.3.2 the details of a contact point where more information concerning the Personal Data Breach can be obtained; and
- 8.3.3 its likely consequences and the measures taken or proposed to be taken to address the breach, including to mitigate its possible adverse effects.

Where, and insofar as, it is not possible to provide all this information at the same time, the initial notification shall contain the information then available and further information shall, as it becomes available, subsequently be provided without undue delay.

The Parties shall set out in Annex III all other elements to be provided by the processor when assisting the controller in the compliance with the controller's obligations under Articles 33 and 34 of Regulation (EU) 2016/679.

## 9. NON-COMPLIANCE WITH THE CLAUSES AND TERMINATION

- 9.1 Without prejudice to any provisions of Regulation (EU) 2016/679, in the event that the processor is in breach of its obligations under these Clauses, the controller may instruct the processor to suspend the processing of Personal Data until the latter complies with these Clauses or this Agreement is terminated. The processor shall promptly inform the controller in case it is unable to comply with these Clauses, for whatever reason.
- 9.2 The controller shall be entitled to terminate this Agreement insofar as it concerns processing of Personal Data in accordance with these Clauses if:
- 9.2.1 the processing of Personal Data by the processor has been suspended by the controller pursuant to Clause 9.1 and if compliance with these Clauses is not restored within a reasonable time and in any event within one month following suspension;
  - 9.2.2 the processor is in substantial or persistent breach of these Clauses or its obligations under Regulation (EU) 2016/679; or
  - 9.2.3 the processor fails to comply with a binding decision of a competent court or the competent supervisory authority/ies regarding its obligations pursuant to these Clauses or to Regulation (EU) 2016/679.
- 9.3 The processor shall be entitled to terminate this Agreement insofar as it concerns processing of Personal Data under these Clauses where, after having informed the controller that its instructions infringe applicable legal requirements in accordance with Clause 7.1, the controller insists on compliance with the instructions.
- 9.4 Following termination of this Agreement, the processor shall, at the choice of the controller, delete all Personal Data processed on behalf of the controller and certify to the controller that it has done so, or return all the Personal Data to the controller and delete existing copies unless Union or Member State law requires storage of the Personal Data. Until the Personal Data is deleted or returned, the processor shall continue to ensure compliance with these Clauses.

## PART B - KSA PDPL DATA PROCESSING CLAUSES

### 1. APPLICATION OF THE CLAUSES

- 1.1 Where the processing of Personal Data is subject to the KSA PDPL, the Clauses shall apply to such processing and where applicable, references to Regulation (EU) 2016/679 and to relevant Articles of Regulation (EU) 2016/679 in the Clauses shall be interpreted as references to the relevant article of the KSA PDPL and relevant implementing regulations, and references to Union or Member State laws and supervisory authorities or similar terms in the Clauses shall be interpreted as references to Kingdom laws and Kingdom Regulatory Authorities, or similar Kingdom related terms.
- 1.2 The application of the KSA PDPL and extension of the Clauses to apply to processing of Personal Data subject to the KSA PDPL is supplementary to and in no way replaces or supersedes the processor's or controller's rights or obligations under the Clauses.
- 1.3 When processing Personal Data subject to the KSA PDPL, the processor shall notify the controller and follow the instructions of the controller if it receives a legally binding request from Kingdom authorities, including judicial authorities, for the disclosure of such Personal Data, or is otherwise obliged to disclose such data or becomes aware of any direct access by Kingdom authorities. The processor shall not require the prior consent of a data subject in relation to disclosing Personal Data in accordance with legally binding requests from Kingdom public authorities.
- 1.4 When processing Personal Data subject to the KSA PDPL, the processor shall notify the controller in writing without undue delay if it becomes aware of any violation of the controller's instructions or Kingdom laws.

### 2. TRANSFERS OF PERSONAL DATA

- 2.1 To the extent that the processor receives, accesses or otherwise transfers Personal Data outside of the Kingdom, the transfer shall comply with Article 29 of the KSA PDPL, including the Regulation on Personal Data Transfers outside the Kingdom, issued pursuant to the KSA PDPL, and in relation to any onward transfer of the Personal Data by the processor to another person, the other person shall comply with the same obligations.
- 2.2 In particular, the processor shall ensure that:
- 2.2.1 The transfer shall take place to a jurisdiction which maintains an appropriate level of Personal Data protection (commonly referred to as "adequacy") as determined by the relevant Regulatory Authority in accordance with Article 29(2)(b) of the KSA PDPL;
  - 2.2.2 The transfer shall not prejudice Kingdom national security or the interests of the Kingdom or violate Kingdom laws;
  - 2.2.3 The transfer shall be limited to the minimum amount of Personal Data necessary; and
  - 2.2.4 The processor shall assist the controller in ensuring compliance with an obligation to carry out a risk assessment of the impact of the envisaged transfer or disclosure of Personal Data outside the Kingdom.
- 2.3 To the extent the recipient jurisdiction is not considered as adequate under Article 29(2)(b) of the KSA PDPL, the processor shall seek prior approval from the controller prior to transferring the Personal Data outside of the Kingdom and the Parties shall negotiate in good faith modifications to this Schedule 3 in order to put in place a method for allowing the lawful

transfer of Personal Data, which may include the provisions under model transfer terms, or prior registration, licensing or permission from a Regulatory Authority (“**Lawful Export Measure**”).

2.4 To the extent such Lawful Export Measure requires:

2.4.1 a contract imposing appropriate safeguards on the transfer and processing of such Personal Data (which is not otherwise satisfied by this Schedule);

2.4.2 a description of the processing of Personal Data contemplated under this Schedule; and

2.4.3 a description of technical and organisational measures to be implemented by the data importer,

the Parties agree that Annex V – Standard Contractual Clauses, Annex II - the description of processing activities, and Annex III - the description of technical and organisational measures, shall apply *mutatis mutandis* for the benefit of such transfer, and in relation to any onward transfer of the Personal Data by that data importer to another person, the other person shall comply with the same importer obligations.

2.5 The controller may in its absolute discretion refuse to give approval to transfer Personal Data outside of the Kingdom where the recipient of Personal Data is not located in the European Union.

**ANNEX I OF THE CLAUSES - LIST OF PARTIES**

**Controller:**

Name:

Genomics Innovations Company Limited, a limited liability company organized under the laws of the Kingdom of Saudi Arabia.

Address / registered office:

Building No. 3936, 6651 Al Nakheel District, 12382 Riyadh, Kingdom of Saudi Arabia

Contact person's name, position and contact details:

[\*\*\*]

[\*\*\*]

Name and contact details of the data protection officer:

[\*\*\*]

[\*\*\*]

Signature and accession date: **See following Signature Page.**

**Processor:**

Name:

Centogene N.V., a company organized under the laws of the Netherlands.

Address / registered office:

Amsterdam and registered with the Kamer van Koophandel (Netherlands) under 72822872

Contact person's name, position and contact details:

[\*\*\*], General Counsel,

[\*\*\*]

Name and contact details of the data protection officer:

[\*\*\*], datenschutz nord GmbH, Konsul-Schmidt-Str. 88, 28217 Bremen

Signature and accession date: **See following Signature Page.**

**These Data Processing Clauses have been executed by the Parties on 27 November 2023.**

Signed by Kim Stratton for and on behalf of Processor /s/ Kim Stratton

Signed by Miguel Coego for and on behalf of Processor /s/ Miguel Coego

Signed by Jeremy Panacheril for and on behalf of Controller /s/ Jeremy Panacheril

## **ANNEX II OF THE CLAUSES: DESCRIPTION OF THE PROCESSING**

### *Categories of data subjects whose personal data is processed*

- Employees (permanent staff, trainees, temporary workers, freelancers)
- Patients
- Health care professionals
- Suppliers / subcontractors / contact persons

### *Categories of personal data processed*

- Personal master data (name, title, academic degree, date of birth)
- Contact details (email address, phone number, postal address)
- Contract data (contract details, services, customer number)
- Health Data
- Genetic Data
- Biometrical Data
- Billing data and payment information (invoice details, bank details, credit card information)
- Employee data
- Electronic communications data (IP address, internet pages accessed, information on the terminal device, operating system and browser used)

*Sensitive data processed (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.*

- Genetic Data
- Health Data
- Biometrical Data

All Personal Data, including sensitive data, is generally processed with a high level of restriction and safeguards to protect the data, including strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers and additional security measures.

### *Nature of the processing*

Performance of the services set out in SCHEDULE 2 of this Agreement.

### *Purpose(s) for which the personal data is processed on behalf of the controller*

Performance of the services set out in SCHEDULE 2 of this Agreement.

### *Duration of the processing*

The duration of the processing is limited to the term of this Agreement (c.f. clause 11 of this Agreement)

### *For processing by (sub-) processors, also specify subject matter, nature and duration of the processing*

Sub-processor: Centogene GmbH

Subject matter: Provision of NV Services as set out in Schedule 2 (*Scope of Services*).

Nature of processing: Collection, storage, consultation, use, disclosure by transmission, restriction, deletion and destruction (as applicable).

Duration of processing: Duration of processing is limited to the term of this Agreement

**ANNEX III OF THE CLAUSES - TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA**

See attached.

**ANNEX IV OF THE CLAUSES: LIST OF SUB-PROCESSORS**

The controller has authorised the use of the following sub-processors:

Name	Address	Contact person's name, position and contact details	Description of the processing
Centogene GmbH	Am Strande 7, 18055 Rostock, Germany	[***], CFO [***]	Provision of NV Services as described in this Agreement on Schedule 2 ( <i>Scope of Services</i> )

**ANNEX V OF THE CLAUSES:**

**STANDARD CONTRACTUAL CLAUSES**

**for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679, and in accordance with Commission Implementing Decision (EU) 2021/914 of 4 June 2021**

## **MODULE 4: PROCESSOR TO CONTROLLER TRANSFER**

### **SECTION I**

#### *Clause 1*

##### ***Purpose and scope***

- (a) The purpose of these standard contractual clauses is to ensure compliance with the requirements of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) for the transfer of personal data to a third country.
- (b) The Parties:
- (i) the natural or legal person(s), public authority/ies, agency/ies or other body/ies (hereinafter “entity/ies”) transferring the personal data, as listed in Annex I.A. (hereinafter each “data exporter”), and
  - (ii) the entity/ies in a third country receiving the personal data from the data exporter, directly or indirectly via another entity also Party to these Clauses, as listed in Annex I.A. (hereinafter each “data importer”)
- have agreed to these standard contractual clauses (hereinafter: “**Clauses**”).
- (c) These Clauses apply with respect to the transfer of personal data as specified in Annex I.B.
- (d) The Appendix to these Clauses containing the Annexes referred to therein forms an integral part of these Clauses.

#### *Clause 2*

##### ***Effect and invariability of the Clauses***

- (a) These Clauses set out appropriate safeguards, including enforceable data subject rights and effective legal remedies, pursuant to Article 46(1) and Article 46 (2)(c) of Regulation (EU) 2016/679 and, with respect to data transfers from controllers to processors and/or processors to processors, standard contractual clauses pursuant to Article 28(7) of Regulation (EU) 2016/679, provided they are not modified, except to select the appropriate Module(s) or to add or update information in the Appendix. This does not prevent the Parties from including the standard contractual clauses laid down in these Clauses in a wider contract and/or to add other clauses or additional safeguards, provided that they do not contradict, directly or indirectly, these Clauses or prejudice the fundamental rights or freedoms of data subjects.
- (b) These Clauses are without prejudice to obligations to which the data exporter is subject by virtue of Regulation (EU) 2016/679.

#### *Clause 3*

##### ***Third-party beneficiaries***

- (a) Data subjects may invoke and enforce these Clauses, as third-party beneficiaries, against the data exporter and/or data importer, with the following exceptions:
- (i) Clause 1, Clause 2, Clause 3, Clause 6, Clause 7;
  - (ii) Clause 8 - Clause 8.1 (b) and Clause 8.3(b);
  - (iii) Clause 15.1(c), (d) and (e);

(iv) Clause 16(e);

(v) Clause 18.

(b) Paragraph (a) is without prejudice to rights of data subjects under Regulation (EU) 2016/679.

*Clause 4*  
**Interpretation**

(a) Where these Clauses use terms that are defined in Regulation (EU) 2016/679, those terms shall have the same meaning as in that Regulation.

(b) These Clauses shall be read and interpreted in the light of the provisions of Regulation (EU) 2016/679.

(c) These Clauses shall not be interpreted in a way that conflicts with rights and obligations provided for in Regulation (EU) 2016/679.

*Clause 5*  
**Hierarchy**

In the event of a contradiction between these Clauses and the provisions of related agreements between the Parties, existing at the time these Clauses are agreed or entered into thereafter, these Clauses shall prevail.

*Clause 6*  
**Description of the transfer(s)**

The details of the transfer(s), and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred, are specified in Annex I.B.

*Clause 7 - Optional*  
**Docking clause**

*[Not applicable]*

**SECTION II – OBLIGATIONS OF THE PARTIES**

*Clause 8*  
**Data protection safeguards**

The data exporter warrants that it has used reasonable efforts to determine that the data importer is able, through the implementation of appropriate technical and organisational measures, to satisfy its obligations under these Clauses.

**8.1 Instructions**

(a) The data exporter shall process the personal data only on documented instructions from the data importer acting as its controller.

- (b) The data exporter shall immediately inform the data importer if it is unable to follow those instructions, including if such instructions infringe Regulation (EU) 2016/679 or other Union or Member State data protection law.
- (c) The data importer shall refrain from any action that would prevent the data exporter from fulfilling its obligations under Regulation (EU) 2016/679, including in the context of sub-processing or as regards cooperation with competent supervisory authorities.
- (d) After the end of the provision of the processing services, the data exporter shall, at the choice of the data importer, delete all personal data processed on behalf of the data importer and certify to the data importer that it has done so, or return to the data importer all personal data processed on its behalf and delete existing copies.

## **8.2 Security of processing**

- (a) The Parties shall implement appropriate technical and organisational measures to ensure the security of the data, including during transmission, and protection against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access (hereinafter “personal data breach”). In assessing the appropriate level of security, they shall take due account of the state of the art, the costs of implementation, the nature of the personal data, the nature, scope, context and purpose(s) of processing and the risks involved in the processing for the data subjects, and in particular consider having recourse to encryption or pseudonymisation, including during transmission, where the purpose of processing can be fulfilled in that manner.
- (b) The data exporter shall assist the data importer in ensuring appropriate security of the data in accordance with paragraph (a). In case of a personal data breach concerning the personal data processed by the data exporter under these Clauses, the data exporter shall notify the data importer without undue delay after becoming aware of it and assist the data importer in addressing the breach.
- (c) The data exporter shall ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

## **8.3 Documentation and compliance**

- (a) The Parties shall be able to demonstrate compliance with these Clauses.
- (b) The data exporter shall make available to the data importer all information necessary to demonstrate compliance with its obligations under these Clauses and allow for and contribute to audits.

*Clause 9*  
***Use of sub-processors***

*[Intentionally Omitted]*

*Clause 10*  
***Data subject rights***

The Parties shall assist each other in responding to enquiries and requests made by data subjects under the local law applicable to the data importer or, for data processing by the data exporter in the EU, under Regulation (EU) 2016/679.

*Clause 11*  
**Redress**

- (a) The data importer shall inform data subjects in a transparent and easily accessible format, through individual notice or on its website, of a contact point authorised to handle complaints. It shall deal promptly with any complaints it receives from a data subject.

*Clause 12*  
**Liability**

- (a) Each Party shall be liable to the other Party/ies for any damages it causes the other Party/ies by any breach of these Clauses.
- (b) Each Party shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages that the Party causes the data subject by breaching the third-party beneficiary rights under these Clauses. This is without prejudice to the liability of the data exporter under Regulation (EU) 2016/679.
- (c) Where more than one Party is responsible for any damage caused to the data subject as a result of a breach of these Clauses, all responsible Parties shall be jointly and severally liable and the data subject is entitled to bring an action in court against any of these Parties.
- (d) The Parties agree that if one Party is held liable under paragraph (c), it shall be entitled to claim back from the other Party/ies that part of the compensation corresponding to its / their responsibility for the damage.
- (e) The data importer may not invoke the conduct of a processor or sub-processor to avoid its own liability.

*Clause 13*  
**Supervision**

*[Not applicable]*

### **SECTION III – LOCAL LAWS AND OBLIGATIONS IN CASE OF ACCESS BY PUBLIC AUTHORITIES**

#### *Clause 14*

#### ***Local laws and practices affecting compliance with the Clauses***

- (a) The Parties warrant that they have no reason to believe that the laws and practices in the third country of destination applicable to the processing of the personal data by the data importer, including any requirements to disclose personal data or measures authorising access by public authorities, prevent the data importer from fulfilling its obligations under these Clauses. This is based on the understanding that laws and practices that respect the essence of the fundamental rights and freedoms and do not exceed what is necessary and proportionate in a democratic society to safeguard one of the objectives listed in Article 23(1) of Regulation (EU) 2016/679, are not in contradiction with these Clauses.
- (b) The Parties declare that in providing the warranty in paragraph (a), they have taken due account in particular of the following elements:
- (i) the specific circumstances of the transfer, including the length of the processing chain, the number of actors involved and the transmission channels used; intended onward transfers; the type of recipient; the purpose of processing; the categories and format of the transferred personal data; the economic sector in which the transfer occurs; the storage location of the data transferred;
  - (ii) the laws and practices of the third country of destination– including those requiring the disclosure of data to public authorities or authorising access by such authorities – relevant in light of the specific circumstances of the transfer, and the applicable limitations and safeguards;
  - (iii) any relevant contractual, technical or organisational safeguards put in place to supplement the safeguards under these Clauses, including measures applied during transmission and to the processing of the personal data in the country of destination.
- (c) The data importer warrants that, in carrying out the assessment under paragraph (b), it has made its best efforts to provide the data exporter with relevant information and agrees that it will continue to cooperate with the data exporter in ensuring compliance with these Clauses.
- (d) The Parties agree to document the assessment under paragraph (b) and make it available to the competent supervisory authority on request.
- (e) The data importer agrees to notify the data exporter promptly if, after having agreed to these Clauses and for the duration of the contract, it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under paragraph (a), including following a change in the laws of the third country or a measure (such as a disclosure request) indicating an application of such laws in practice that is not in line with the requirements in paragraph (a).
- (f) Following a notification pursuant to paragraph (e), or if the data exporter otherwise has reason to believe that the data importer can no longer fulfil its obligations under these Clauses, the data exporter shall promptly identify appropriate measures (e.g. technical or organisational measures to ensure security and confidentiality) to be adopted by the data exporter and/or data importer to address the situation. The data exporter shall suspend the data transfer if it considers that no appropriate safeguards for such transfer can be ensured, or if instructed by the competent supervisory authority to do so. In this case, the data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses. If the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed

otherwise. Where the contract is terminated pursuant to this Clause, Clause 16(d) and (e) shall apply.

*Clause 15*

***Obligations of the data importer in case of access by public authorities***

**15.1 Notification**

- (a) The data importer agrees to notify the data exporter and, where possible, the data subject promptly (if necessary with the help of the data exporter) if it:
  - (i) receives a legally binding request from a public authority, including judicial authorities, under the laws of the country of destination for the disclosure of personal data transferred pursuant to these Clauses; such notification shall include information about the personal data requested, the requesting authority, the legal basis for the request and the response provided; or
  - (ii) becomes aware of any direct access by public authorities to personal data transferred pursuant to these Clauses in accordance with the laws of the country of destination; such notification shall include all information available to the importer.
- (b) If the data importer is prohibited from notifying the data exporter and/or the data subject under the laws of the country of destination, the data importer agrees to use its best efforts to obtain a waiver of the prohibition, with a view to communicating as much information as possible, as soon as possible. The data importer agrees to document its best efforts in order to be able to demonstrate them on request of the data exporter.
- (c) Where permissible under the laws of the country of destination, the data importer agrees to provide the data exporter, at regular intervals for the duration of the contract, with as much relevant information as possible on the requests received (in particular, number of requests, type of data requested, requesting authority/ies, whether requests have been challenged and the outcome of such challenges, etc.).
- (d) The data importer agrees to preserve the information pursuant to paragraphs (a) to (c) for the duration of the contract and make it available to the competent supervisory authority on request.
- (e) Paragraphs (a) to (c) are without prejudice to the obligation of the data importer pursuant to Clause 14(e) and Clause 16 to inform the data exporter promptly where it is unable to comply with these Clauses.

## 15.2 Review of legality and data minimisation

- (a) The data importer agrees to review the legality of the request for disclosure, in particular whether it remains within the powers granted to the requesting public authority, and to challenge the request if, after careful assessment, it concludes that there are reasonable grounds to consider that the request is unlawful under the laws of the country of destination, applicable obligations under international law and principles of international comity. The data importer shall, under the same conditions, pursue possibilities of appeal. When challenging a request, the data importer shall seek interim measures with a view to suspending the effects of the request until the competent judicial authority has decided on its merits. It shall not disclose the personal data requested until required to do so under the applicable procedural rules. These requirements are without prejudice to the obligations of the data importer under Clause 14(e).
- (b) The data importer agrees to document its legal assessment and any challenge to the request for disclosure and, to the extent permissible under the laws of the country of destination, make the documentation available to the data exporter. It shall also make it available to the competent supervisory authority on request.
- (c) The data importer agrees to provide the minimum amount of information permissible when responding to a request for disclosure, based on a reasonable interpretation of the request.

### **SECTION IV – FINAL PROVISIONS**

#### *Clause 16*

#### ***Non-compliance with the Clauses and termination***

- (a) The data importer shall promptly inform the data exporter if it is unable to comply with these Clauses, for whatever reason.
- (b) In the event that the data importer is in breach of these Clauses or unable to comply with these Clauses, the data exporter shall suspend the transfer of personal data to the data importer until compliance is again ensured or the contract is terminated. This is without prejudice to Clause 14(f).
- (c) The data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses, where:
  - (i) the data exporter has suspended the transfer of personal data to the data importer pursuant to paragraph (b) and compliance with these Clauses is not restored within a reasonable time and in any event within one month of suspension;
  - (ii) the data importer is in substantial or persistent breach of these Clauses; or
  - (iii) the data importer fails to comply with a binding decision of a competent court or supervisory authority regarding its obligations under these Clauses.

In these cases, it shall inform the competent supervisory authority of such non-compliance. Where the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise.

- (d) Personal data collected by the data exporter in the EU that has been transferred prior to the termination of the contract pursuant to paragraph (c) shall immediately be deleted in its entirety, including any copy thereof. The data importer shall certify the deletion of the data to the data exporter. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit the return or deletion of the transferred personal data, the data importer warrants that it will continue to ensure compliance with these Clauses and will only process the data to the extent and for as long as required under that local law.

- (e) Either Party may revoke its agreement to be bound by these Clauses where (i) the European Commission adopts a decision pursuant to Article 45(3) of Regulation (EU) 2016/679 that covers the transfer of personal data to which these Clauses apply; or (ii) Regulation (EU) 2016/679 becomes part of the legal framework of the country to which the personal data is transferred. This is without prejudice to other obligations applying to the processing in question under Regulation (EU) 2016/679.

*Clause 17*  
**Governing law**

These Clauses shall be governed by the law of a country allowing for third-party beneficiary rights. The Parties agree that this shall be the law of Germany.

*Clause 18*  
**Choice of forum and jurisdiction**

Any dispute arising from these Clauses shall be resolved by the courts of Germany.

**ANNEX I**

**A. LIST OF PARTIES**

**Data exporter:** *Processor, as defined in SCHEDULE 3 ANNEX I to this Agreement*

**Data importer:** *Controller, as defined in SCHEDULE 3 ANNEX I to this Agreement*

**B. DESCRIPTION OF TRANSFER**

- access via IT systems
- via email (not sensitive data)

**C. COMPETENT SUPERVISORY AUTHORITY**

*The competent supervisory authority in the EU Member State where the data exporter is established.*

## SCHEDULE 4

### STAFFING AND SECONDMENT

#### 1. STAFFING

1.1 Staffing under this Agreement shall consist of the following groups:

- 1.1.1 Licensed Personnel who are Seconded Personnel (“**Licensed Seconded Personnel**”);
- 1.1.2 Licensed Personnel who are Other Personnel (“**Licensed Other Personnel**”);
- 1.1.3 Non-Licensed Personnel who are Seconded Personnel (“**Non-Licensed Seconded Personnel**”); and
- 1.1.4 Non-Licensed Personnel who are Other Personnel (“**Non-Licensed Other Personnel**”),

*provided* that NV Personnel may alternate between such categories.

1.2 Company and NV will develop, and as needed from time to time, and agreed on by the Parties in writing, adjust, staffing plans for NV Personnel that is in compliance with all Applicable Laws (each a “**Staffing Plan**”), subject to the budgetary approval requirements set forth in the Joint Venture Agreement and in accordance with the Business Plan. A preliminary Staffing Plan is set forth in Exhibit A to this Schedule 4. The Staffing Plan shall be negotiated in good faith following the Effective Date between the Parties and amended as necessary in NV’s reasonable discretion. The Staffing Plan shall include arrangements with respect to the payment of wages, benefits and Taxes (including VAT), in compliance with Applicable Law and in accordance with applicable industry standards, if applicable.

1.3 Company shall cooperate with the NV Personnel to permit them to render the NV Services in accordance with this Agreement and the Staffing Plan.

1.4 Company shall inform NV as soon as reasonably practicable of any action, omission, event or occurrence of which Company becomes aware that may constitute:

- 1.4.1 a material breach by any NV Personnel of any Approved Policy; or
- 1.4.2 a clinical or laboratory error attributable to or exacerbated by a NV Personnel.

Failure by Company to so inform NV of any of the matters described above shall not be deemed as a waiver by Company of any of its rights and remedies in connection therewith under this Agreement.

2. Except as expressly set forth herein, none of the provisions of this Agreement shall be construed to have the effect of forming any employment relationship by and between any of the NV Personnel and Company, and each of the NV Personnel shall remain an employee, officer, director, consultant, contractor or agent, as applicable, of NV (or its relevant Affiliate) for all purposes, including remuneration, promotion and career planning.

2.1 NV Personnel

- 2.1.1 To the extent any NV Personnel are on the premises of the KSA Facility or access Company’s systems, NV shall ensure that such NV Personnel observe and comply with any requirements under Schedule 3 (*Personal Data and Information Security*) and any Company policies provided by Company to NV reasonably in advance and in writing

and applicable to Company contractors or staff on Company premises or accessing Company systems.

- 2.1.2 NV shall ensure all NV Personnel are suitably qualified and have the relevant management and experience level required to provide the NV Services. Where NV Personnel are required to have specific qualifications, certifications or levels of experience in accordance with the Staffing Plan and/or Exhibit A to this Schedule 4 (*Staffing and Secondment*) NV shall use Commercially Reasonable Efforts to ensure that the relevant NV Personnel involved in providing the relevant NV Services to Company comply with such qualifications, certifications or levels of experience.
- 2.1.3 Subject to the terms of this Schedule 4 (*Staffing and Secondment*), NV Personnel shall remain under the overall control and supervision of NV at all times during the Term and NV shall be fully responsible for them.

### 3. **SECONDED PERSONNEL**

- 3.1 If Company is not reasonably satisfied with any NV Personnel for any reason, NV shall remove and replace such NV Personnel as soon as reasonably practicable at Company's reasonable request and such replacement personnel shall otherwise meet the required qualifications, certifications and levels of experience as described in clause 2.1.2 and to the reasonable satisfaction of Company.
- 3.2 Notwithstanding anything to the contrary herein, no provisions of this Agreement will be construed to have the effect of forming any relationship of employer and employee between Company and any NV Personnel, each of whom shall remain an employee of NV (or its relevant Affiliate) for all purposes, including remuneration, promotion and career planning. Company shall employ Seconded Personnel who the Parties agree in writing from time to time will be employed by Company (the "**Approved Seconded Personnel**") pursuant to a KSA employment contract approved by the Parties in writing (each, an "**Approved Employment Contract**"). Company shall supervise and control the activities of such Approved Seconded Personnel who are employees of Company in a manner consistent with this Agreement.
- 3.3 NV shall permit Company to employ such Approved Seconded Personnel, and shall permit such Approved Seconded Personnel to perform NV Services also while they are outside the KSA. While in the KSA during each secondment, such Approved Seconded Personnel shall devote substantially all of his or her working time to Company.
- 3.4 Company will be the sponsor and employer of such Approved Seconded Personnel for KSA immigration and labour law purposes, and will assist such Approved Seconded Personnel in obtaining and maintaining immigration and labour sponsorship as well as any other licenses or authorizations required for their work in connection with this Agreement. It is understood and agreed that Company shall have no liability whatsoever to any person if any Approved Seconded Personnel is unable to obtain a residence visa, work permit, or other license or sponsorship.
- 3.5 Company shall not enter into any amendments to an Approved Employment Contract or enter into any other agreements with such Approved Seconded Personnel, without the advance written approval of NV, such approval not to be unreasonably withheld or delayed.
- 3.6 The salary, normal working hours and benefits of any Approved Seconded Personnel shall be as defined and set out in the Approved Employment Contract, except as otherwise agreed between Company and the affected Approved Seconded Personnel.

3.7 Company shall comply with the Approved Employment Contracts, the Approved Policies and applicable KSA laws and regulations that apply to the relevant Approved Seconded Personnel. Company shall not, and shall not require the Approved Seconded Personnel to do anything that shall, breach any provisions of the Approved Employment Contract or the Approved Policies. NV shall direct each Approved Seconded Personnel that the Parties agree will be employed by Company from time to time to comply with such individual's Approved Employment Contract and the Approved Policies.

4. **COMPENSATION OF NV PERSONNEL**

Except for the Project Consultation Fees directly payable by Company to NV Personnel (as applicable) pursuant to this Agreement, NV shall pay, or cause the appropriate person to pay, all wages and benefits to which the NV Personnel may be entitled.

5. **SAFETY**

5.1 Company shall maintain a safe and secure premises for all NV Personnel providing the NV Services in KSA and shall not knowingly direct any NV Personnel to engage in conduct or duties that may endanger their safety or security or the safety or security of others. In addition, Company shall take all reasonable steps to ensure a safe and harassment free working environment for NV Personnel. Should Company learn of any safety, security, or harassment related issue, Company shall promptly report such issue to NV and respond timely to correct the issue.

5.2 If at any time NV reasonably determines the safety or security of any NV Personnel is endangered or they are being asked to act contrary to Approved Policies, including NV Personnel being subjected to a harassing environment, NV shall have the right upon reasonable written notice to Company to require that appropriate action be taken to remedy the situation in a timely manner.

**EXHIBIT A**

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**GENOMICS INNOVATIONS COMPANY LIMITED**  
("Company")

and

**CENTOGENE N.V.**  
("NV")

dated 27 November 2023

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**LABORATORY SERVICES AGREEMENT**

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## LABORATORY SERVICES AGREEMENT

This **LABORATORY SERVICES AGREEMENT** (the “**Agreement**”) is dated 27 November 2023 (the “**Effective Date**”), and is entered into by and between:

- (2) **CENTOGENE N.V.**, a company organized under the laws of the Netherlands with a registered office at Am Strande 7, 18055 Rostock, Germany (“**NV**”).

Company and NV shall be referred to herein either individually as a “**Party**” or together as the “**Parties**”.

### **WHEREAS:**

- (A) NV and its Affiliates (as defined below) have developed and maintain certain laboratories and a biodatabank relating to patient samples collected in the ordinary course of its diagnostics business at a site located in Rostock, Germany (“**NV Facility**”);
- (B) Company and NV have entered into a Joint Venture Agreement dated 26 June 2023 (the “**Joint Venture Agreement**”) for the establishment of Company and the operation of the KSA Facility in the Kingdom;
- (C) Company and NV have entered into a Technology Transfer and Intellectual Property License Agreement dated 27 November 2023 (“**Technology Transfer and Intellectual Property License Agreement**”) for the purposes of transferring and licensing certain technology and data from NV to Company in relation to the establishment of the KSA Facility;
- (D) Company and NV have entered into a Consultancy Agreement dated 27 November 2023 (“**Consultancy Agreement**”) for the provision by NV and its Affiliates of certain consultancy services related to the construction and operation of the KSA Facility;
- (E) Company desires to receive, and NV and its Affiliates have agreed to provide, certain laboratory services in relation to patient samples collected in KSA;
- (F) NV and its Affiliates have the facilities, rights, licenses, and expertise to conduct the Testing Services (as defined below in clause 2.1.1) at the NV Facility, in accordance with all Applicable Laws and the terms of this Agreement; and
- (G) The Parties now desire to enter into this Agreement to document such terms and conditions.

**NOW, THEREFORE**, in consideration of the foregoing premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

### **1. DEFINITIONS; INTERPRETATION; CONFLICTS**

Capitalized terms used in this Agreement shall have the meanings given in Part 1 (*Defined Terms*) of Schedule 1 (*Defined Terms and Interpretation*). This Agreement shall be interpreted in accordance with Part 2 (*Interpretation*) of Schedule 1 (*Defined Terms and Interpretation*).

### **2. ENGAGEMENT AND SCOPE OF AUTHORITY**

#### **2.1 Engagement**

2.1.1 Subject to the terms and conditions of this Agreement (including, for the avoidance of doubt, the terms and conditions set forth in Schedule 5 (*T&Cs*)), during the Term, Company hereby engages NV and its Affiliates, and NV and its Affiliates hereby agree to be so engaged, as the exclusive provider of the products and services which NV and its Affiliates now or in the future sell or otherwise make available to their other customers, and which, as of the Effective Date, are described in Schedule 2 (*Scope of Testing Services*) (the “**Testing Services**”). The Parties may amend Schedule 2 (*Scope of Testing Services*) by mutual written agreement from time to time during the Term to reflect changes in the products and services provided by NV and its Affiliates to its customers. In the event that, at any time during the Term, Company requires a service that neither NV nor any of its Affiliates is at such time providing to other customers (a “**New Service**”), Company shall first discuss such New Service with NV before seeking to obtain such New Service from a third party. NV shall, as promptly as reasonably practicable (and in any event within fourteen (14) days) and in its sole discretion, determine whether it is able to provide such New Service to Company, and if NV determines that it is able to provide such New Service and notifies Company of the same, such New Service shall be deemed a Testing Service for purposes of this Agreement and the terms and conditions set forth herein relating to Testing Services shall apply to such New Service. If NV does not respond to Company within the foregoing fourteen (14)-day period or if NV notifies Company in writing within such period that it is not able to provide such New Service, Company may obtain such New Service from a third party at Company’s sole cost and expense. NV may subcontract any of the Testing Services as set forth in clause 19.1.

#### 2.1.2 Project Addenda

- (a) In the event that the Parties reach an agreement with respect to a set of Testing Services for a particular project that is outside the scope of the performance of the Testing Services existing as of such time (including, for the avoidance of doubt, with respect to Company Customer Contracts), a new sequentially numbered project addendum for said Testing Services shall be attached to this Agreement (each, a “**Project Addendum**”), and such Project Addendum together with this Agreement shall collectively, independent from other Project Addenda, constitute the entire agreement for the specific project.
- (b) NV acknowledges and agrees that Company shall have no obligation to enter into any Project Addendum under this Agreement, and any Project Addendum entered into hereunder shall be subject to NV complying with the terms and conditions set forth in this Agreement.
- (c) No Project Addendum shall be attached to this Agreement without first being executed by the Parties. To the extent any terms set forth in a Project Addendum conflict with the terms set forth in this Agreement, the terms of this Agreement shall control, unless otherwise mutually agreed in writing by the Parties.

#### 2.1.3 Sample Collection

The Testing Services performed by NV or its Affiliates shall adhere to NV’s requirements for collection of biological samples (each a “**Sample**,” and collectively, the “**Samples**”) where such Samples are provided by or on behalf of the applicable Customer using kits for collection of such Samples (“**Collection Kits**”) in accordance with clause 3.2.

#### 2.1.4 Dry Lab Analysis

During Phases 1 and 2 as described in Schedule 2 (*Scope of Testing Services*), dry-lab services, including analysing and interpreting data and providing clinical reports to clinicians, shall be performed by NV and its Affiliates at the NV Facility. Beginning in Phase 3 as described in Schedule 2 (*Scope of Testing Services*), all dry-lab services shall be provided by Company and neither NV nor any of its Affiliates shall have any further obligation to provide any dry-lab services to Company. If additional support for dry-lab services is requested by Company following the conclusion of Phase 2, the Parties shall discuss the provision of such services in good faith, including the payment of additional fees to NV.

#### 2.2 Status

NV and its Affiliates at all times shall be deemed an independent contractor and neither it nor any of its Affiliates or any of their respective employees, directors, contractors, permitted subcontractors or outside consultants shall be considered to be an agent, servant, employee or representative of Company.

#### 2.3 Exclusivity

In the event NV or its Affiliates notifies Company in writing that it is unable to provide a particular Testing Service, Company shall have the right to engage related third-party service providers, at its sole discretion, to provide such Testing Service, at Company's sole cost and expense and solely for the period in which NV or its Affiliates is unable to provide such Testing Service. Notwithstanding anything to the contrary herein, the Parties hereby agree that the provisions set out in clause 10.2 (Restrictive Covenants) of the Joint Venture Agreement shall apply to this Agreement *mutatis mutandis*.

#### 2.4 Retention of Control by Company and Limitation on Authority

Company and NV expressly acknowledge and agree that this Agreement does not convey ownership or Control over all or any part of Company or the KSA Facility to NV. Company owns and controls all rights to the KSA Facility, subject to the terms of the Technology Transfer and Intellectual Property License Agreement.

#### 2.5 NV shall not, pursuant to this Agreement, take any actions:

- 2.5.1 that require the prior approval of or are reserved to the Board of Directors, or the Shareholders, without first ensuring that such actions have been approved by the applicable governing body, or otherwise contravene any approval right under the Joint Venture Agreement;
- 2.5.2 that contravene policies adopted by Company or any directives issued by the Board of Directors, in each case that have been provided to NV in advance in writing; or
- 2.5.3 on behalf of, or assume, create or incur liability or obligation, against, in the name of, or on behalf of, any of Company, any Shareholder or the KSA Facility, except to the extent expressly permitted under this Agreement or authorized in writing by or on behalf of Company.

2.6 Company shall not, pursuant to this Agreement, take any actions:

- 2.6.1 that contravene policies adopted by NV that have been provided to Company in advance in writing in connection with the provision of Testing Services at the KSA Facility; or
- 2.6.2 on behalf of, or assume, create or incur liability or obligation, against, in the name of, or on behalf of, NV, its Affiliates or the NV Facility, except to the extent expressly authorized in writing by or on behalf of NV.

### 3. NV'S OBLIGATIONS AND RESPONSIBILITIES

#### 3.1 Performance

3.1.1 NV shall (or shall cause its Affiliates to) perform Testing Services in Schedule 2 (*Scope of Testing Services*) using Samples collected from the Collection Kit (unless otherwise set forth in any applicable Project Addendum), as ordered from time to time by Customers pursuant to their respective agreements with Company, or as otherwise specified by Company on a per test basis in accordance with clause 3.2, in a timely and professional manner by applying Commercially Reasonable Efforts to provide levels of accuracy, quality, safety, completeness, timeliness and care consistent with the levels provided by NV and its Affiliates with respect to Testing Services at the NV Facility, industry standards as of the date hereof and in accordance with:

- (a) the terms and conditions of this Agreement and all Schedules, any applicable Project Addendum and all attachments thereto;
- (b) NV's policies and guidelines with respect to Testing Services;
- (c) applicable policies and guidelines provided by or on behalf of Company to NV in writing from time to time (including confidentiality and data protection) in respect of the Testing Services; *provided* that such policies and guidelines do not conflict with any policies and guidelines of NV;
- (d) Applicable Laws;
- (e) general standards of Good Laboratory Practice as appropriate; and
- (f) all relevant consents.

3.1.2 With respect to each Testing Service, NV shall ensure that any applicable equipment, medical gases, medical equipment and supplies, consumables and other items supplied or used in the performance of such Testing Service comply with Applicable Law, regulatory guidance, and any relevant consents.

3.1.3 NV shall:

- (a) ensure its staff undertaking the tests are suitably skilled, experienced and qualified to carry out such tests;
- (b) nominate an infection prevention lead;
- (c) comply with all Applicable Laws in relation to infection prevention;
- (d) nominate a member of the NV Personnel to be responsible for ensuring compliance with the KSA PDPL; and

- (e) ensure staff are covered by commercially reasonable insurance or indemnity arrangements appropriate for the performance of this Agreement.

### 3.2 Orders

- 3.2.1 Until Company's ordering portal is operational, Customers shall request Collection Kits using NV's ordering portal, CentoPortal (the "**CentoPortal**") or other established communication channels (*e.g.*, directly via regional sales manager) pursuant to their respective agreements with Company, and NV shall confirm such request, in each case, in accordance with the terms and conditions in Schedule 5 (*T&Cs*).
- 3.2.2 Unless otherwise agreed by the Parties in writing, NV or its Affiliates shall ship the Collection Kits (or shall cause such Collection Kits to be shipped) to Company, at Company's sole cost and expense (including all shipping costs), for Company to distribute to Customers.
- 3.2.3 Unless otherwise agreed by the Parties in writing, Company shall arrange for Customer to ship each Sample to NV, or its Affiliate, at Company's sole cost and expense (including all shipping costs) and in compliance with Applicable Law. Company shall ensure that the applicable Customer provides NV with an order for Testing Services for a corresponding Sample.
- 3.2.4 NV shall report results from the performance of Testing Services on such Sample in accordance with the consent provided to NV or its Affiliate in connection with providing the Testing Services, to Company in accordance with clause 3.3. NV shall be responsible for fulfilling any results reporting requirements to appropriate health authorities as may be required by Applicable Law.
- 3.2.5 Subject to clause 26.3, the Parties hereby acknowledge and agree that the provisions set out in this clause 3.2 may change as the phases set forth in Schedule 2 (*Scope of Services*) of the Consultancy Agreement progress and the KSA Facility is operational. The Parties shall use Commercially Reasonable Efforts to amend the provisions of this clause 3.2 as necessary to reflect Company's capabilities to conduct testing services in accordance with clause 26.3.

### 3.3 Reports

- 3.3.1 NV shall provide Company with report results and conclusions from the Testing Services in a timely manner in accordance with the applicable patient consent form and Applicable Law.
- 3.3.2 Company may provide the report results and conclusions from the Testing Services to the Customer in accordance with the applicable patient consent form and Applicable Law (it being understood that NV shall provide results directly to the Customer until Company is able to do so).
- 3.3.3 NV shall provide Company with conclusions, insights and analysis in relation to the report results generated by NV or its Affiliates during the performance of the Testing Services in a timely manner.

### 3.4 Notice of Factors Affecting Performance

Without limitation to its other obligations under this Agreement, NV shall promptly, but no more than ninety-six (96) hours from discovery, advise Company in writing of the occurrence of any event or other issue that may materially delay or affect the performance of any Testing

Services under this Agreement. Without limiting the foregoing, in the event that NV receives any written notice from any Regulatory Authority, Governmental Authority, licensing agency or other compliance organization that NV is not or may not be in compliance with any Applicable Laws relating to the Testing Services, NV shall as promptly as reasonably practicable notify Company of the receipt of such correspondence and provide a copy thereof to Company with a response of denial or remediation plan, as the case may be, in each case, subject to Applicable Law. Following receipt of notice of any of the foregoing, Company shall have:

- 3.4.1 no obligation to send any Samples for Testing Services until the issue has been fully investigated and resolved to Company's reasonable satisfaction;
- 3.4.2 the right to obtain the Testing Services from other sources (including by performing the Testing Services itself or through Company's Affiliates) without liability to NV and at NV's cost and expense for re-testing of any affected tests; *provided* that Company may only obtain Testing Services from other sources if NV has failed to remediate any such issues in accordance with its remediation plan, as mutually agreed between the Parties;
- 3.4.3 the right to request NV to take reasonable remedial actions, at NV's sole cost and expense; *provided* that if such event or issue is due to Company's failure to perform or material error in performing the Company Obligations, such remedial actions shall be at Company's sole cost and expense.

### 3.5 Replacement Kits

NV is and remains responsible for the cost of any Collection Kit (including all shipping and other associated costs for the replacement) that requires replacement due to laboratory delays by NV, errors by NV in handling the Collection Kit or in performing the Testing Services using the Samples generated from the Collection Kit; *provided* that for the avoidance of doubt, NV shall not be responsible for the cost of replacing any Collection Kit if such replacement is needed due to any error made solely by Company, or any of its Affiliates, in the performance of the Company Obligations.

### 3.6 Insufficient or Inadequate Samples

For tests not performed due to patient error or inadequate Samples, NV shall notify Company via the CentoPortal within four (4) Business Days of receipt of the Collection Kit and state the reason the Testing Services could not be performed using the Sample generated from such Collection Kit. Sample disposal shall follow NV's established processes in compliance with the applicable patient consents and Applicable Law and Company may request a new Sample for Testing Services at Company's sole cost and expense.

### 3.7 Sample Access

Company acknowledges and agrees that NV and its Affiliates shall have no obligation to return to Company any Samples; *provided* that NV and its Affiliates agree to dispose of any such Samples in compliance with the applicable patient consents and Applicable Law.

### 3.8 Errors in Commercial Testing Services

- 3.8.1 Subject to clause 3.8.2, in the event NV commits an error in the performance of Testing Services hereunder that renders the results of the Testing Services partially or wholly inaccurate or invalid, then NV shall promptly notify Company and undertake Commercially Reasonable Efforts to promptly cure such error and/or repeat such Testing Services without additional costs to Company.

- 3.8.2 If an error in the performance of Testing Services cannot be reasonably corrected by NV, then NV shall return to Company any and all fees paid to NV hereunder in connection with those defective or erroneous Testing Services and at Company's option, shall be responsible for the cost of replacement Collection Kits (including shipping costs); *provided* that NV shall not be responsible for returning any fees paid hereunder or payment of any costs due to: (a) errors made solely by Company or any of its Affiliates in Company's performance of the Company Obligations; or (b) Company's performance of wet laboratory services during Phase 2 of the Testing Services (as set forth in Schedule 2 (*Scope of Testing Services*)), in which case, all costs related to wet laboratory services errors, including with respect to NV's re-performance of such services, shall be borne solely and exclusively by Company.

The remedy under this clause 3.8 is not exclusive and is in addition to Company's other rights and remedies under this Agreement, at law, or in equity.

### 3.9 Capacity

- 3.9.1 NV shall maintain sufficient capacity to perform the Testing Services set forth in the initial forecast in the Business Plan.
- 3.9.2 By no later than Monday of each calendar quarter during the Term, Company shall notify NV in writing of its good faith forecast (the "**Annual Forecast**") for the next fifty-two (52) weeks with respect to Company's requirements for the Testing Services. NV shall use Commercially Reasonable Efforts to meet the requirements set forth in the Annual Forecast; *provided* that such forecasts are consistent with the Business Plan or ten percent (10%) above the levels provided in the Business Plan. In the event Company requires Testing Services in excess of ten percent (10%) above the levels set forth in the Business Plan ("**Excess Services**"), Company shall first discuss such additional requirements with NV. NV shall, as promptly as reasonably practicable (and in any event within fourteen (14) days) and in its sole discretion, determine whether it is able to provide such Excess Services to Company or sub-contract such Excess Services from a third party that is reasonably acceptable to Company on substantially the same terms as this Agreement, and if NV determines that it is able to provide or outsource such Excess Services, NV shall notify Company of the same, such Excess Services shall be deemed a Testing Service for purposes of this Agreement and the terms and conditions set forth herein relating to Testing Services shall apply to such Excess Service. If NV does not respond to Company within the foregoing fourteen (14)-day period or if NV notifies Company in writing within such period that it is not able to provide (or cause to be provided) such Excess Services, Company may obtain such Excess Services from any third party at Company's sole cost and expense *provided* that, in the event such Excess Services relate to wet lab services and such third party offers to provide dry lab services in addition to such Excess Services, Company shall use Commercially Reasonable Efforts for such third party to only provide wet lab services and to continue to have NV provide dry lab services.

### 3.10 NV Representative

- 3.10.1 NV shall designate a representative (the "**NV Representative**") who shall be NV's relationship manager for purposes of this Agreement and to facilitate NV's provision of the Testing Services under, and the administration of, this Agreement. At all times, NV shall designate a NV Representative who has the qualifications, expertise, industry experience and prior relationship with NV to assure Company that such NV Representative would successfully fulfil the role he or she is engaged to provide under this Agreement. The initial NV Representative shall be Miguel Coego. In the event NV is intending to replace the NV Representative, NV shall inform Company of such intent

and provide a reasonable explanation for the replacement need at least ten (10) Business Days prior to replacing the NV Representative to the extent reasonably practicable. NV shall ensure that any such replacement shall meet all of Company's requirements as provided herein.

3.10.2 If Company is not reasonably satisfied with the NV Representative, it shall provide detailed information to NV regarding its reasons for dissatisfaction and NV shall use Commercially Reasonable Efforts to address the reasons presented by Company. If after such Commercially Reasonable Efforts have been made, Company still remains dissatisfied with the NV Representative, NV shall remove and replace such NV Representative as soon as reasonably practicable, and such replacement shall otherwise meet the qualifications as described in clause 3.10.1.

### 3.11 NV Records

NV shall keep such business, financial and other records and other documentation as consistent with NV's retention policies relating to its activities undertaken in connection with the provision of the Testing Services, in accordance with Applicable Laws including records relating to:

3.11.1 its compliance with Applicable Laws;

3.11.2 its performance of the Testing Services; and

3.11.3 any data generated in the performance of the Testing Services,

and shall, if required pursuant to clause 21 of this Agreement and subject to Applicable Law (including, for the avoidance of doubt, any and all Applicable Law and applicable patient consents relating to the disclosure and other processing of protected health information), make such records available for inspection and/or provide copies thereof to an independent professional firm appointed by Company that is reasonably acceptable to NV.

### 3.12 Good Faith

NV will act in good faith to comply with its obligations under this Agreement.

## 4. COMPANY'S RESPONSIBILITIES

4.1 As between the Parties (except as otherwise explicitly required by Applicable Law or as otherwise agreed between the Parties in writing), Company or a Company Affiliate shall be solely responsible for:

4.1.1 communicating with Customers, including with respect to providing instructions for collection of Samples using the Collection Kit (it being understood that any communications by Company with Customers with respect to such Customer's use of the Collection Kits or NV's performance of the Testing Services shall be made in accordance with any instructions provided by NV) and *provided* Company shall not be liable for costs of any replacement kits or Claims resulting from communications with Customers if such Claims are based solely on instructions provided by NV;

4.1.2 delivery of Collection Kits to Customers; and

4.1.3 delivery of Samples to NV for Testing Services (collectively, "**Company Obligations**").

Company is solely responsible for any and all costs and expenses incurred in connection with the Company Obligations, including any shipping costs. NV shall not be liable for any failure

in performing the Testing Services if such failure is due to Company's failure to perform or error in performing the Company Obligations. The Parties hereby acknowledge and agree that the provisions set out in this clause 4.1 will change as the phases set forth in Schedule 2 of the Consultancy Agreement progress. The Parties shall use Commercially Reasonable Efforts to amend the provisions of this clause 4.1 as necessary.

4.2 Company shall use Commercially Reasonable Efforts to perform Company Obligations in a professional manner consistent with industry standards and act in accordance with:

4.2.1 the terms and conditions of this Agreement and all Schedules, and any applicable Project Addendum;

4.2.2 applicable policies and guidelines provided by or on behalf of NV to Company relating to the provision of the Testing Services in writing from time to time (including confidentiality and data protection) *provided* that such policies and guidelines do not conflict with any policies and guidelines of Company;

4.2.3 Applicable Laws (including nominating a member of the Company Personnel to be responsible for ensuring compliance with the KSA PDPL); and

4.2.4 all relevant patient consents.

4.3 Company Representative

Company shall designate a representative (the "**Company Representative**") who shall be Company's relationship manager for purposes of this Agreement and to facilitate Company's receipt of the Testing Services under, and the administration of, this Agreement. At all times, Company shall designate a Company Representative who has the qualifications, expertise and industry experience to assure NV that such Company Representative would successfully fulfil the role he or she is engaged to provide under this Agreement. The initial Company Representative shall be Jeremy Panacheril. In the event Company is intending to replace the Company Representative, Company shall inform NV of such intent and provide an explanation for the replacement need at least ten (10) Business Days prior to replacing the Company Representative. Company shall ensure that any such replacement shall meet all of the requirements as provided herein.

4.4 Company Records

Company shall keep such business, financial and other records and other documentation as consistent with industry standards relating to its activities undertaken in connection with this Agreement, in accordance with Applicable Laws including:

4.4.1 its compliance with Applicable Laws; and

4.4.2 its performance of the Company Obligations.

4.5 Good Faith

Company will act in good faith to comply with its obligations under this Agreement.

## 5. CHARGES FOR THE TESTING SERVICES

5.1 In consideration for NV's performance of its obligations under this Agreement (including Schedule 2 (*Scope of Testing Services*)), except as otherwise set forth in any Project Addendum,

the fees payable for the Testing Services (“**Testing Fees**”) shall be calculated in accordance with the methodology set forth in Schedule 4 (*Pricing Methodology*).

- 5.2 NV shall invoice Company on a monthly basis for the Testing Services (each, an “**Invoice**”) in Euros (EUR). Subject to clause 5.4, Company shall pay to NV all undisputed amounts set forth in an Invoice within sixty (60) days of Company’s receipt of the Invoice.
- 5.3 All payments of the Testing Fees from Company to NV shall be payable in Euros (EUR). The Testing Fee shall be paid by wire transfer in immediately available funds into such bank account nominated by NV to Company in writing prior to the relevant payment of the Testing Fee. Company shall be liable for all bank charges relating to such wire transfers for the Testing Fee.
- 5.4 Company may withhold payment of any part of an Invoice that it disputes in good faith. Company and NV will establish a working level committee and a process to address any dispute that Company has about an Invoice. Company shall pay any undisputed portion of an Invoice as provided in this clause 5. If a Dispute about an Invoice is not resolved within thirty (30) days of Company’s receipt of the Invoice, then it will be resolved pursuant to the Dispute resolution procedures set out in clause 29.2 of this Agreement.

## **6. TAXES**

- 6.1 Without prejudice to the generality of clause 6.2 below, the Testing Fee payable in accordance with this Agreement shall be exclusive of any additional Taxes, levies or fees that may apply to the provision of the Testing Services. Any such Taxes, levies or fees shall be payable in addition to, and at the same time and in the same manner as, the Testing Fee against provision by NV to Company of an invoice for the same; *provided* that Company shall only be responsible for withholding taxes if NV does not have a permanent establishment in KSA. Any additional Taxes shall not include any taxes, levies or fees applicable to NV for a taxable presence in KSA relating to a permanent establishment for corporation income tax. Any Taxes relating to the permanent establishment of NV shall be solely borne by NV and not Company.
- 6.2 All amounts, monetary or otherwise, expressed under this Agreement which (in whole or in part) constitute the consideration for any supply for VAT purposes by NV are deemed to be exclusive of any VAT which is chargeable on that supply, and accordingly if VAT is or becomes chargeable on any supply made by NV to any Party under this Agreement and NV is required to account to the relevant tax authority for VAT on that supply, Company must pay to NV (in addition to and at the same time as paying any other consideration for such supply, or at the point the VAT becomes due to be paid or accounted for by NV if earlier) an amount equal to the amount of that VAT (and NV must promptly provide an appropriate VAT invoice to Company where so required to by Applicable Law). In this clause 6.2, references to “NV” shall include reference to a relevant Affiliate of NV. NV shall provide a valid tax invoice to Company.
- 6.3 In relation to any supply made by NV (or a relevant Affiliate) to Company under this Agreement, if reasonably requested by Company, NV must promptly provide Company with details of NV’s (or the relevant Affiliate’s) VAT registration and such other information as is reasonably requested in connection with Company’s VAT reporting requirements in relation to such supply.
- 6.4 The following provisions shall apply should any payment in respect of any Testing Fee from Company to NV be subject by Applicable Law to any deduction or withholding on account of Tax:
- 6.4.1 The Tax Deduction will be made in the minimum amount permitted by Applicable Law and Company shall account to the relevant tax authority for the same, in full and within

all applicable time limits; *provided* that any late payment fees or penalties associated with Company's failure to comply with this clause 6.4.1 shall be borne solely by Company.

- 6.4.2 Company shall provide evidence, reasonably satisfactory to NV, of the Tax Deduction and any relevant payment to a tax authority on written request from NV to Company.
- 6.4.3 NV shall (or shall procure that a relevant Affiliate shall), on written request from Company, provide a declaration of Tax residence on the prescribed forms and obtain certification by the relevant taxation authority in order to confirm the applicability and availability of any reduced rate of withholding on account of Tax, pursuant to the provisions of any relevant double taxation treaties or otherwise.
- 6.4.4 If a Tax Deduction is required by Applicable Law to be made by Company in relation to any payment in respect of the Testing Fee, the amount of the payment due from Company shall be increased to an amount which (after making any Tax Deduction) leaves an amount equal to the payment which would have been received if no Tax Deduction had been required.
- 6.4.5 If Company has been obliged to make an increased payment under clause 6.4.4 in respect of a Tax Deduction and NV determines that:
- (a) a Tax Credit is attributable to that payment, or to the relevant Tax Deduction; and
  - (b) that NV (or a relevant Affiliate) has obtained and utilised that Tax Credit,

then NV shall pay to Company an amount (or procure the payment by the relevant Affiliate of an amount to Company) which NV determines will leave it (or the relevant Affiliate), after that payment, in the same after-Tax position as it would have been had no increased payment under clause 6.4.4 been required to be made by Company.

- 6.5 Company shall report and pay VAT directly to the relevant KSA tax authority to the extent that the amounts charged by NV to Company under this Agreement are subject to VAT under the Applicable Laws of KSA. Notwithstanding any other provision of clause 6 or this Agreement, in relation to any Taxes that NV may incur related to the registration of NV as a permanent establishment in KSA, NV shall notify Company of such Taxes, comply with any requirements under Applicable Law and follow all necessary compliance and registration requirements. NV shall bear any associated costs including any Taxes, fines or penalties from a Governmental Authority, or Regulatory Authority.

## 7. REGULATORY

### 7.1 Regulatory Compliance and Approvals

- 7.1.1 Except as otherwise set forth in any applicable Project Addendum, NV shall be solely responsible for ensuring and maintaining compliance of the tests for the uses contemplated in this Agreement, including in performing the Testing Services to be performed by NV and shall at all times comply with all Applicable Laws.
- 7.1.2 NV shall hold CLIA and CAP accreditation and any other regulatory approvals and permits necessary to perform Testing Services at the NV Facility during the Term.

## 7.2 Complaints; Cooperation; Recalls

- 7.2.1 NV shall report to Company in writing promptly upon NV's receipt of any complaints, or upon becoming aware of problems or potential issues, concerning the Testing Services. NV shall have a system in place to document such complaints, and to conduct investigations when appropriate.
- 7.2.2 Company shall report to NV in writing promptly upon Company's receipt of any complaints from Customers regarding the performance of Phase 1 and, to the extent applicable to NV, Phase 2 of the Testing Services. Company shall have a system in place to document such complaints, and to conduct investigations when appropriate.
- 7.2.3 Each Party shall at all times provide reasonable cooperation with any Governmental Authority or Regulator in connection with the Testing Services and provide all such reasonable assistance as such other Party may require in dealing with Governmental Authorities or Regulators as is relevant to the Testing Services. In the event:
- (a) any Governmental Authority or Regulator issues a request, directive or governmental order that the test should or must be recalled, or that it cannot be marketed; or
  - (b) Company or NV determines that any test should or must be recalled, or cannot be marketed (it being understood that Company may only be permitted to make such determination following Phase 1 as set forth in Schedule 2 (*Scope of Testing Services*) of this Agreement and only upon mutual agreement with NV),

each Party, at its own sole cost and expense (subject to clause 7.2.4), shall reasonably co-operate in any investigations and take appropriate corrective actions.

- 7.2.4 In the event that such recall or Governmental Authority or Regulator assertion in clauses 7.2.1, 7.2.2 or 7.2.3 results from the gross negligence, intentional misconduct, or material breach of the terms of this Agreement or any applicable Project Addendum by NV or design defect for any tests developed by NV, NV shall be responsible to Company for any Testing Fees paid or payable, and any and all costs incurred by or on behalf of Company related to the recall or Governmental Authority or Regulator assertion, including in connection with the Collection Kits, testing results and communications with Customers regarding the recall. For the avoidance of doubt, the remedies under this clause 7.2.4 are not exclusive.

## 7.3 Communication with Company Customers and End-Users

- 7.3.1 Subject to clause 7.3.2, Company or a Company Affiliate shall be solely responsible for communicating with Customers and/or patients, including with respect to providing instructions for collection of Samples and Collection Kits *provided* that such instructions shall comply with reasonable written instructions provided by NV or its Affiliate to Company; unless otherwise agreed in writing between the Parties.
- 7.3.2 NV may communicate with Customers on Company's request, solely to the extent required with respect to its performance of the Testing Services or under Applicable Law (including for the avoidance of doubt, providing results of such Testing Services to the Customer until Company is able to do so), at all times in proper coordination with Company, and NV shall promptly provide copies of any and all such communication with its Customers and/or patients to Company.

#### 7.4 Regulatory Visit, Investigation or Audit; Correspondence with Governmental Authorities

- 7.4.1 In the event NV receives notice of a visit, investigation or audit by any Governmental Authority or Regulator relating to, or that has the potential to materially affect or impact the Testing Services, NV will notify Company promptly, and in no event later than forty-eight (48) hours after receipt of such notice (or in the event NV does not receive prior notice of said visit, investigation or audit, in no event later than seventy-two (72) hours from the initiation of the visit, investigation or audit). NV will ensure that NV and its agents and employees cooperate with any visits, investigations or audits by Governmental Authorities or Regulators related to or that have the potential to materially affect the Testing Services. NV agrees that Company or its designee may be present during any such visit, investigation or audit unless prohibited by Applicable Law. NV shall provide Company a copy of any correspondence proposed to be submitted to or received from a Governmental Authority or Regulator and shall provide Company a reasonable opportunity to review and comment on any such proposed correspondence or proposed response prior to its submission to the Governmental Authority to the extent such correspondence involves the Testing Services, and NV shall incorporate such reasonable comments of Company; *provided* that Company must provide any such comments within five (5) Business Days of receipt of NV's proposed response.
- 7.4.2 In the event Company receives notice of a visit, investigation or audit by any Governmental Authority or Regulator relating to or that has the potential to materially affect or impact Phase 1 or NV's dry lab analysis under Phase 2 of the Testing Services as set forth in Schedule 2 (*Scope of Testing Services*), Company will notify NV promptly, and in no event later than forty-eight (48) hours after receipt of such notice (or in the event Company does not receive prior notice of said visit, investigation or audit, in no event later than seventy-two (72) hours from the initiation of the visit, investigation or audit). Company will ensure that Company and its agents and employees cooperate with any visits, investigations or audits by Governmental Authorities or Regulators related to or that have the potential to materially affect the Testing Services. Company agrees that NV or its designee may be present during any such visit, investigation or audit unless prohibited by Applicable Law. Company shall provide NV a copy of any correspondence proposed to be submitted to or received from a Governmental Authority or Regulator.

#### 7.5 Data Privacy and Cybersecurity Requirements

- 7.5.1 Each Party agrees to comply with Applicable Data Protection Laws and the provisions of Schedule 3 (*Data Sharing Agreement*) to the extent applicable to each Party's performance of its obligations under this Agreement.
- 7.5.2 To the extent that the performance of the Testing Services set out in Schedule 2 (*Scope of Testing Services*) entail data processing operations whereunder the Parties do not qualify as independent controllers under the GDPR and/or KSA PDPL, the Parties undertake to negotiate in good faith and enter into any data protection related agreement to the extent such an agreement is necessary to comply with the GDPR and/or KSA PDPL prior to the commencement of the respective Testing Services.
- 7.5.3 The Parties further agree to negotiate in good faith modifications to this Agreement, including Schedule 3 (*Data Sharing Agreement*), if changes are required for the Parties to continue to process Personal Data as contemplated by this Agreement in compliance with Applicable Data Protection Laws or to address the legal interpretation of Applicable Data Protection Laws, including:

- (a) to comply with the KSA PDPL, including any guidance issued by a Regulatory Authority;
- (b) to comply with applicable international Personal Data transfer requirements; and
- (c) to obtain authorisation or approval from a Regulatory Authority prior to transferring Personal Data outside of the relevant jurisdiction if such authorisation or approval is required.

7.5.4 To the extent NV collects, stores, hosts or otherwise processes Personal Data on behalf of Company in connection with the performance of the Testing Services, NV shall:

- (a) Notify Company as promptly as practicable, and in any event within forty-eight (48) hours, of becoming aware of a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, such Personal Data;
- (b) Reasonably comply with Company organisational policies and procedures regarding cybersecurity, as provided in advance to NV in writing from time to time; and
- (c) Process such Personal Data in accordance with Kingdom laws relating to cybersecurity and cloud computing, including as issued by Regulatory Authorities such as the National Cybersecurity Authority and the Communications, Space and Technology Commission.

7.5.5 To the extent Company collects, processes, stores or hosts Personal Data on behalf of NV in connection with the receipt of the Testing Services, Company shall notify NV as promptly as practicable, and in any event within 48 hours, of becoming aware of a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, such Personal Data.

## 7.6 Debarment

7.6.1 NV represents and warrants that neither it nor any NV Personnel providing Testing Services hereunder is an Ineligible Person or, to the knowledge of NV, currently subject to or under investigation for debarment, exclusion, suspension or any other event that may make NV or such person an Ineligible Person. As used herein “**Ineligible Person**” shall mean an individual or other person who:

- (a) is currently excluded, debarred, suspended or otherwise ineligible to participate in health care programs or state procurement or non-procurement programs; or
- (b) has been convicted of a criminal offense.

7.6.2 During the Term of this Agreement, NV shall notify Company in writing within twenty-four (24) hours of discovery of NV or any NV Personnel providing Testing Services hereunder becoming an Ineligible Person or becoming subject to or under investigation for debarment, exclusion, suspension or any other event that may make NV or such person an Ineligible Person. Any such occurrence or breach by NV of this clause 7.6.2 shall constitute a material breach of this Agreement by NV and grounds for termination of this Agreement by Company under clause 17.2 and Company shall be entitled to any and all remedies arising out of or otherwise relating to such material breach.

## **8. COOPERATION**

8.1 Each Party shall:

- 8.1.1 cooperate in good faith with the other Party and subject to clause 12 of this Agreement, make such information available to the other Party so as to enable such Party to perform its obligations under this Agreement, where such information is in its possession and is disclosable, within the time periods specified herein or, where no time period is specified, within a reasonable time period; and
- 8.1.2 act in a cooperative manner in dealing with the other Party in connection with this Agreement.

## **9. TERM**

This Agreement shall come into effect on the Effective Date, and shall remain in full force and effect until the expiration or earlier termination of the Consultancy Agreement, unless terminated earlier in accordance with clause 17 of this Agreement (the “**Term**”).

## **10. REPRESENTATIONS AND WARRANTIES**

10.1 Each Party represents, warrants and undertakes to the other Party that:

- 10.1.1 it has the full capacity, power and authority to enter into this Agreement and to perform its obligations under this Agreement without the need for any consents or approvals not yet obtained;
- 10.1.2 it has taken all corporate action to authorize, execute and deliver this Agreement and that it is not precluded from entering into this Agreement by any other agreement; and
- 10.1.3 its execution and performance under this Agreement shall not breach any oral or written agreement with any third party or any obligation owed by such Party to any third party to keep any information or materials in confidence or in trust.

10.2 NV represents, warrants and undertakes to Company that:

- 10.2.1 the Collection Kits and Testing Services shall meet all standards, specifications, operating conditions, and quality, service level, and performance requirements set forth herein in all material respects;
- 10.2.2 the Testing Services shall be materially complete, accurate and free from errors, and comply in all material respects with the standards and requirements set forth herein;
- 10.2.3 it shall perform the Testing Services in a professional and workmanlike manner and in a manner consistent with the degree of care, skill, and diligence as is ordinarily exercised by a professional laboratory under similar conditions and circumstances, and each individual performing the Testing Services on behalf of NV will possess the qualifications, licenses, skills, and experience needed to perform such Testing Services;
- 10.2.4 it holds and maintains a current CLIA and CAP accreditation with the applicable Regulatory Authority or Governmental Authority and all applicable regulatory approvals including laboratory permits and licenses as required by any region in which NV provides any services, in which Testing Services will be received by Company, or in which Customers or patients reside; and such CLIA and CAP accreditation and regulatory approvals and permits shall not expire within the next twelve (12) months;

- 10.2.5 it is not currently in violation of any regulatory approvals and permits or CLIA and CAP accreditation and it has filed or maintained with any Regulatory Authority or Governmental Authority in the jurisdictions that it operates, any required filings, declarations, listings, registrations, certifications, reports, claims, applications, amendments, notices, information and other documents and statistics in relation to such regulatory approvals, permits or CLIA and CAP accreditation;
- 10.2.6 any healthcare submissions it has made to any Regulatory Authority or Governmental Authority in respect of its services or products, regulatory approvals, permits or CLIA and CAP accreditation during the last five (5) years are true complete and accurate and any tests or studies (including involving any NV technology or data) have been conducted in compliance with Applicable Law;
- 10.2.7 NV (or its Affiliates) have not received:
- (a) any written notice of failing to comply with any Applicable Law in respect of its services (including that could lead to the removal of its CLIA and CAP accreditation);
  - (b) any other written notice of violations, inspectional observations or failure to observe Good Laboratory Practice; or
  - (c) written notice of any regulatory enforcement from any Regulatory Authority or Governmental Authority;
- 10.2.8 no product manufactured, tested or distributed by Company in relation to the provision of its services or the Testing Services has been subject to any recall, removal, market withdrawal or replacement, corrective action, or any other safety notice alleging a lack of safety or efficacy or regulatory compliance and, to NV's knowledge, there are no facts that would likely result in a material safety notice in respect of its products relating to the Testing Services or a termination or suspension of any such product or service;
- 10.2.9 during the past three (3) years, NV has maintained policies and procedures designed to ensure the integrity of data generated or used in any studies, test, related to the handling, safety, efficacy, reliability, reporting, testing or manufacturing of any products used in relation to the Testing Services in accordance with Applicable Law;
- 10.2.10 NV will be in compliance in all material respects with, and shall perform the Testing Services in compliance in all material respects with, all Applicable Laws, including Good Laboratory Practice standards and requirements, and any other Applicable Laws with respect to the transport, storage and disposal of Samples and all items used to collect and store the Samples, and the terms of this Agreement including Schedules;
- 10.2.11 NV is not aware of any hindrance under any Applicable Data Protection Laws or binding case law or binding guidance from competent supervisory authorities which could reasonably be expected to obstruct or prohibit performance of the Testing Services or any other obligation of NV under this Agreement;
- 10.2.12 as of the Effective Date, to the knowledge of NV:
- (a) the provision of any laboratory and diagnostic testing services, products and results by NV at the NV Facility have not infringed, violated, or misappropriated any valid and enforceable Intellectual Property Rights or any other proprietary rights of any third party in the last three (3) years;

- (b) the tests provided by NV, results of any Testing Services and use or other exercise of rights in connection therewith as contemplated by this Agreement, do not infringe, violate, or misappropriate any valid and enforceable Intellectual Property Rights or any other proprietary rights of any third party;
- (c) there are no investigations pending or threatened in writing against NV in relation to the provision of NV's services or any products at the NV Facility, or the Testing Services; including but not limited to investigations relating to the recall, withdrawal or suspension of any of its products or services;

10.2.13 NV shall not do any acts that infringe, violate, or misappropriate any Intellectual Property Rights or other proprietary rights of any third party in the provision of the Testing Services;

10.2.14 it will notify Company as soon as reasonably practicable if it becomes aware of any actual or potential claims that could materially affect either Party's ability to fully perform its duties or to exercise its rights under this Agreement, including any claims arising out of or in connection with any Testing Services provided hereunder; as of the Effective Date, to the knowledge of NV, its provision of Testing Services hereunder will not contain or require the use of any third party technology that requires payment of a royalty unless agreed to by the Parties; and

10.2.15 NV will be responsible for the professional quality, technical accuracy, completeness, and timeliness of all test results and other Testing Services provided under this Agreement.

10.3 Company represents, warrants and undertakes to NV that:

10.3.1 its performance of the Company Obligations shall comply in all material respects with the standards and requirements set forth herein;

10.3.2 it shall perform the Company Obligations in a professional and workmanlike manner; and any employees of Company performing the Company Obligations will possess the qualifications, licenses, skills, and experience needed to perform such Company Obligations;

10.3.3 Company will be in compliance in all material respects with, and shall perform the Company Obligations in compliance in all material respects with all Applicable Laws, including with respect to the transport of Samples and all items used to collect and store the Samples, and the terms of this Agreement including Schedules; and

10.3.4 it will notify NV as soon as reasonably practicable if it becomes aware of any actual or potential claims that could materially affect either Party's ability to fully perform its duties or to exercise its rights under this Agreement, including any claims arising out of or in connection with any Company Obligations.

## **11. INTELLECTUAL PROPERTY RIGHTS**

11.1.1 Nothing in this Agreement shall operate to transfer ownership of or grant a license to any Intellectual Property Rights belonging to either Party or any of such Party's Affiliates, including, without limitation:

- (a) any Intellectual Property Rights belonging to a Party or any of its Affiliates on or prior to the Effective Date, including, without limitation, any Know-How that is included in NV's provision of the Testing Services;

- (b) any Intellectual Property Rights in any items which are developed or acquired by a Party or any of its Affiliates independently of this Agreement; or
- (c) any Intellectual Property Rights developed or acquired by a Party or any of its Affiliates in performing its obligations under this Agreement,

it being understood that any license to any such Intellectual Property Rights required for the provision or receipt of the Testing Services is addressed in the Technology Transfer and Intellectual Property License Agreement.

## 12. CONFIDENTIAL INFORMATION

- 12.1 Each Party (the “**Recipient**”) acknowledges that it may receive Confidential Information that has been created, discovered or developed by the other Party (the “**Provider**”).
- 12.2 The Recipient undertakes to the Provider to:
  - 12.2.1 hold all Confidential Information which it obtains in relation to this Agreement in strict confidence and will take all necessary measures to preserve the confidentiality of the Confidential Information;
  - 12.2.2 not disclose, or authorize the disclosure of, Confidential Information to any third party other than pursuant to clauses 12.4 or 12.6;
  - 12.2.3 not use, or authorize anyone to use, Confidential Information for any purpose other than the performance of its obligations pursuant to this Agreement, or the exercise of its rights or receipt of any benefits under this Agreement; and
  - 12.2.4 promptly notify the Provider of any suspected or actual unauthorized use or disclosure of Confidential Information for which the Recipient is responsible and of which the Recipient becomes aware and promptly take all Commercially Reasonable Efforts that Recipient may require in order to prevent, stop or remedy the unauthorized use or disclosure.
- 12.3 To the extent NV is the Recipient of Company Confidential Information, NV undertakes to:
  - 12.3.1 remove such Confidential Information from NV systems at the end of the Testing Services; *provided* that such removal does not violate or otherwise conflict with Applicable Law;
  - 12.3.2 process such Confidential Information in accordance with Company organisational policies and procedures regarding cybersecurity, as provided to NV in writing and in advance from time to time; and
  - 12.3.3 process such Confidential Information in accordance with KSA laws relating to cybersecurity and cloud computing, including as issued by Regulatory Authorities such as the National Cybersecurity Authority and the Communications, Space and Technology Commission, to the extent applicable.
- 12.4 The Recipient may disclose Confidential Information to its Affiliates and its and their respective officers, directors, employees, contractors, advisors and auditors, but only to the extent, and *provided*, that such persons:
  - 12.4.1 need to know the Confidential Information disclosed to them;

- 12.4.2 have been informed of the confidential nature of the Confidential Information and the purpose for which it may be lawfully used; and
- 12.4.3 comply with the terms of this clause 12 of this Agreement in respect of the Confidential Information disclosed to them.
- 12.5 Clause 12.1 shall not apply to Confidential Information to the extent that:
- 12.5.1 such Confidential Information has been placed in the public domain other than through the fault of the Recipient;
- 12.5.2 such Confidential Information was at the time of receipt, publicly available;
- 12.5.3 such Confidential Information has been independently developed without reference to the Confidential Information, as established by independent evidence; or
- 12.5.4 the Provider has approved in writing the particular use or disclosure of the Confidential Information.
- 12.6 The Recipient also may disclose Confidential Information if, and solely to the extent that, it is required to do so by any Governmental Authority or Regulator or otherwise as required by Applicable Law. Where Recipient is required to disclose Confidential Information relating to itself in accordance with this clause 12.6, it shall:
- 12.6.1 to the extent that it is able to do so and is not prohibited by Applicable Law, notify the Provider in writing as soon as practicable upon becoming aware of the obligation to disclose, prior to such disclosure; and
- 12.6.2 to the extent it is able to do so, cooperate with the Provider in avoiding or limiting the disclosure to that portion of the Confidential Information which it is legally required to furnish and obtaining assurances as to confidentiality from the body to whom the Confidential Information is to be disclosed.
- 12.7 Subject to the express provision of this clause 12, each Party shall maintain and shall procure that its Affiliates and contractors maintain the confidentiality of the existence and terms of the negotiations between the Parties and of this Agreement and of the services provided pursuant to this Agreement and any other Project Document. Each Party shall not, and shall procure that each of its Affiliates and contractors and permitted subcontractors shall not, issue any press release or other public statement relating to the existence or content of this Agreement or any other Project Document without the prior written approval of the other Party.
- 12.8 Subject to requirements under Applicable Law, the obligations with respect to Confidential Information shall survive the termination or expiry of this Agreement and shall apply for five (5) years from such termination or expiration of this Agreement.
- 12.9 Subject to the requirements set forth in clause 12.4, either Party shall be able to disclose any materials relating to the provision or receipt of the Testing Services or this Agreement to investors for the purpose of evaluation of such Party.

### **13. INDEMNITIES**

- 13.1 NV shall defend, indemnify and hold harmless Company and its respective employees, personnel, consultants, agents, contractors and subcontractors (each a "**Company Indemnitee**"), during the Term and, solely to the extent arising within the applicable statute of limitations period allowed under Applicable Law, thereafter, in respect of any Indemnified

Losses to the extent the same are assessed against, or incurred by a Company Indemnitee in respect of the following:

- 13.1.1 any Claims, fines or other penalty imposed by a court or Regulatory Authority on a Company Indemnitee to the extent directly caused by NV's material breach of this Agreement;
  - 13.1.2 any Claims, fines or other penalty imposed by a court or Regulatory Authority on a Company Indemnitee related to the Testing Services to the extent directly caused by NV's gross negligence or Wilful Misconduct;
  - 13.1.3 any Claims brought by a patient or Customer on a Company Indemnitee in relation to the Testing Services during Phase 1 (wet laboratory services) and Phase 2 (dry laboratory services), other than Claims directly caused by Company's or its Affiliates' gross negligence, fraud or Wilful Misconduct;
  - 13.1.4 any Claims brought against a Company Indemnitee in respect of death or bodily injury occurring in the performance of the Testing Services for which it is finally determined by a court of competent jurisdiction that NV is legally liable or responsible;
  - 13.1.5 any Claims brought against a Company Indemnitee in respect of any damage, loss or destruction of any real or tangible property owned by Company occurring in the performance of the Testing Services for which it is finally determined by a court of competent jurisdiction that NV is legally liable or responsible for that damage, loss or destruction;
  - 13.1.6 any Claims brought against a Company Indemnitee arising out of, or in connection with, any acts of fraud, fraudulent misrepresentation or theft by NV;
  - 13.1.7 any Claims brought against a Company Indemnitee arising out of, or in connection with, any material breach by NV of any ABC Laws in the performance of this Agreement; and
  - 13.1.8 any Claims brought against a Company Indemnitee arising out of a breach by NV of its obligations under clause 12 of this Agreement.
- 13.2 For the purpose of interpreting clause 13, reference to an act or omission of NV shall also include relevant acts or omissions of any NV Personnel, NV's Affiliates, subcontractors of NV (pursuant to clause 19.1 of this Agreement) and their relevant personnel.
- 13.3 Company shall defend, indemnify and hold harmless NV and its respective employees, personnel, consultants, agents, contractors and subcontractors (each a "**NV Indemnitee**"), during the Term and, solely to the extent arising within the applicable statute of limitations period allowed under Applicable Law, thereafter, in respect of any Indemnified Losses to the extent the same are assessed against, or incurred by a NV Indemnitee in respect of the following:
- 13.3.1 any Claims, fines or other penalty imposed by a court or Regulatory Authority on a NV Indemnitee to the extent directly caused by Company's material breach of this Agreement;
  - 13.3.2 any Claims, fines or other penalty imposed by a court or Regulatory Authority on a NV Indemnitee to the extent directly caused by Company's gross negligence or Wilful Misconduct;

- 13.3.3 any Claims brought by any patient or Customer on a NV Indemnitee during Phase 2 solely to the extent caused by wet laboratory services provided by Company other than Claims directly caused by NV's or its Affiliates' gross negligence, fraud or Wilful Misconduct;
- 13.3.4 any Claims brought against a NV Indemnitee in respect of death or bodily injury occurring in the context of this Agreement for which it is finally determined by a court of competent jurisdiction that Company is legally liable or responsible;
- 13.3.5 any Claims brought against a NV Indemnitee in respect of any damage, loss or destruction of any real or tangible property occurring in the context of this Agreement for which it is finally determined by a court of competent jurisdiction that Company is legally liable or responsible for that damage, loss or destruction;
- 13.3.6 any Claims brought against a NV Indemnitee arising out of, or in connection with, any acts of fraud, fraudulent misrepresentation or theft by Company;
- 13.3.7 any Claims brought against a NV Indemnitee arising out of, or in connection with, any material breach by Company of any ABC Laws in the performance of this Agreement; and
- 13.3.8 any Claims brought against a NV Indemnitee arising out of a breach by Company of its obligations under clause 12 of this Agreement.
- 13.4 For the purpose of interpreting clause 13.3, reference to an act or omission of Company shall also include relevant acts or omissions of any Company Personnel, Company's Affiliates, subcontractors of Company and their relevant personnel.
- 13.5 Upon a third party threatening or bringing a Claim in respect of which a Party has a legal obligation to indemnify pursuant to this Agreement, the Indemnitee shall notify the Indemnitor as soon as reasonably practicable upon becoming aware of the Claim (it being understood that any failure to so notify the Indemnitor of such Claim shall not relieve the Indemnitor of its indemnification obligations except to the extent the Indemnitor is adversely prejudiced by such failure) and:
- 13.5.1 the Indemnitor shall, at its own expense, defend the Claim and have sole control of the conduct of the defence and settlement of the Claim; *provided*, that the Indemnitee shall have the right to:
- (a) where appropriate, participate in any defence and settlement, such participation to be at the Indemnitor's own cost and in any event the Indemnitor shall remain in control of the conduct of the defence;
  - (b) review the terms of any settlement and approve any wording which relates to an admission of liability on the part of the Indemnitee, the payment of any consideration by Indemnitee or which the Indemnitee reasonably believes may impact the Indemnitee's reputation and may veto any such proposed settlement in respect of the Indemnitee and any such settlement or admission (including its terms) shall be subject to confidential treatment by both Parties; and
  - (c) join the Indemnitor as a defendant in legal proceedings arising out of the Claim.
- 13.5.2 the Indemnitee shall:

- (a) not make any admissions (except under compulsion of Applicable Law), agree to any settlement or otherwise compromise the defence or settlement of the Claim without the prior written approval of the Indemnitor; and
- (b) give, at the Indemnitor's request and cost, all reasonable assistance in connection with the defence and settlement of the Claim.

13.5.3 if the Indemnitor does not elect to defend the Claim or does not, following such election, actively defend the Claim, then:

- (a) the Indemnitee shall have the right to defend or settle the Claim in the manner it considers appropriate, at the cost of the Indemnitor (including in respect of any Indemnified Losses for which the Indemnitor is liable pursuant to the indemnity given under clause 13 and reasonable legal costs); and
- (b) the Indemnitor shall give, at Indemnitee's request, all reasonable assistance in connection with the conduct of the defence and settlement of the Claim at the cost of the Indemnitor.

13.6 This clause 13 shall remain in full force and effect notwithstanding any termination or expiry of this Agreement.

13.7 Notwithstanding anything to the contrary, in no event shall Company be entitled to recover from NV under both this Agreement and any other Project Document for the same Losses.

#### **14. LIMITATION ON LIABILITY**

14.1 Nothing in this Agreement shall exclude or limit the liability of either NV or its Affiliates or Company or its Affiliates for:

- 14.1.1 fraud (including fraudulent misrepresentation);
- 14.1.2 death or personal injury due to gross negligence;
- 14.1.3 Wilful Misconduct; or
- 14.1.4 any other liability which cannot be excluded or limited by Applicable Law.

14.2 Subject to clauses 14.1 and 14.3, each of NV and its Affiliates and Company and its Affiliates:

- 14.2.1 shall only be liable for direct loss arising in relation to a breach of this Agreement; and
- 14.2.2 shall not be liable for any loss of profits, loss of business opportunity, or any indirect or consequential loss arising under or in relation to this Agreement whether as a result of breach of contract, tort (including negligence), breach of statutory duty or otherwise.

14.3 Except for a Claim for breach of an obligation to pay amounts due pursuant to this Agreement, and subject to clauses 14.1 and 14.2, each Party's total aggregate liability to the other Party and its Affiliates, whether based on an action or Claim in contract, tort (including negligence), breach of statutory duty or otherwise arising out of, or in relation to, this Agreement shall be limited to ten million Euros (€10,000,000.00).

14.4 Each Party acknowledges its general duty to reasonably mitigate any Losses incurred in relation to this Agreement and, in any case, each Party shall reasonably mitigate any Losses incurred by it in relation to this Agreement.

14.5 Each Party shall be relieved from liability for not performing its directly affected obligations (other than payment obligations not under Dispute) pursuant to this Agreement if, and to the extent a Force Majeure Event occurs, in which case relief shall be provided pursuant to clause 15.

14.6 This clause 14 shall remain in full force and effect notwithstanding any termination or expiry of this Agreement.

## 15. FORCE MAJEURE

15.1 Neither Party shall be liable for failure or delay in performing any of its obligations (other than any payment obligations) under or pursuant to this Agreement if such failure or delay is due to any cause whatsoever outside its reasonable control and which by the exercise of due diligence such Party is unable to prevent or overcome, including:

15.1.1 acts of God;

15.1.2 flood, fire, earthquake or explosion;

15.1.3 war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest;

15.1.4 Applicable Law;

15.1.5 government actions, embargoes, Sanctions or blockades in effect on or after the date of this Agreement;

15.1.6 action by any Governmental Authority or Regulator (including regulatory changes); *provided*, that the Party relying on the government act or omission as a reason for delay in performance did not, directly or indirectly, procure or induce such government act or omission;

15.1.7 national emergency;

15.1.8 pandemics or epidemics; and

15.1.9 strikes, labour stoppages, or other industrial disturbances

(each a “**Force Majeure Event**”) and the affected Party shall be relieved from its liability hereunder during the period of such Force Majeure Event and the other Party may terminate this Agreement in accordance with clause 17 if such Force Majeure Event continues for more than one hundred and eighty (180) days. The affected Party shall, in any event, use reasonable endeavours to avoid or mitigate the effect of such events so as to recommence performance of their obligations as soon as reasonably possible following the Force Majeure Event no longer applying.

## 16. INSURANCE

16.1 Subject to the last sentence of this clause 16.1, NV undertakes that NV will obtain, pay for, and maintain during the Term, at its own expense, and to the extent the same is available on commercially reasonable terms, a policy or policies of insurance in line with Applicable Law, good industry practice and standards applicable to an operator of laboratory testing services and a biodatabank of similar size from reputable insurance providers in connection with the provision of the Testing Services. The requirements in this clause 16.1 shall not be construed in any way as a limit to NV’s liability under this Agreement or as constituting any waiver by

Company of any of its rights or remedies under this Agreement. Company acknowledges that NV may meet these obligations by self-insuring against such risks.

- 16.2 NV shall provide written notice to Company prior to any material modification, cancellation or non-renewal of any such policies, as is consistent with the relevant policy provisions.
- 16.3 If there is Loss, damage or other event that requires notice or other action under the terms of any insurance coverage specified in clause 16.1, NV shall be solely responsible for taking such action.
- 16.4 Subject to the last sentence of this clause 16.4, Company undertakes to obtain, pay for, and maintain during the Term, at its own expense, and to the extent the same is available on commercially reasonable terms a policy or policies of insurance in line with Applicable Law and industry standards from reputable insurance providers in connection with the KSA Facility and Company Personnel pursuant to this Agreement. The requirements in this clause 16.4 shall not be construed in any way as a limit to Company's liability under this Agreement or as constituting any waiver by NV of any of its rights or remedies under this Agreement. NV acknowledges that Company may meet these obligations by self-insuring against such risks.
- 16.5 Company shall provide written notice to NV prior to any material modification, cancellation or non-renewal of any such policies, as is consistent with the relevant policy provisions.
- 16.6 If there is Loss, damage or other event that requires notice or other action under the terms of any insurance coverage specified in clause 16.4, Company shall be solely responsible for taking such action.
- 16.7 Each of Company's and NV's obligations specified in this clause 16 shall not limit or expand in any way the other liabilities and obligations assumed by Company and NV, respectively, under this Agreement.

## **17. TERMINATION**

### **17.1 Termination for Convenience**

Company may terminate this Agreement, any affected part of the Testing Services for any reason by giving nine (9) months' prior written notice to NV; *provided* that Company may not send any notice terminating this Agreement pursuant to this clause 17.1 prior to two and a half (2.5) years from the Effective Date.

### **17.2 Termination for Cause by Company**

Company may terminate this Agreement with immediate effect by written notice to NV if:

NV is in material breach of any of its obligations under this Agreement and either that breach is not capable of remedy or, if the breach is capable of remedy, NV has failed to remedy such breach within sixty (60) days (unless a shorter remedy period applies hereunder) after receiving written notice requiring it to remedy the relevant breach; *provided* that, no event of default shall be deemed to have occurred hereunder if such breach cannot reasonably be cured within such sixty (60) day period and NV has commenced and is diligently pursuing such cure within such sixty (60) day period, in which case NV shall have an additional period of time (not to exceed one hundred and twenty (120) days after receipt of written notice of such default) to cure such default and Company may not terminate this Agreement during such period;

- 17.2.1 NV Abandons the provision of the Testing Services and NV has failed to remedy such Abandonment within forty-five (45) days after receiving written notice requiring it to remedy such Abandonment;
- 17.2.2 NV is unable to pay its debts as they fall due or an order is made or a resolution passed for the administration, winding-up or dissolution of NV (other than for the purposes of a solvent amalgamation or reconstruction) or an administrative or other receiver, manager, liquidator, administrator, trustee or similar officer is appointed over all or any substantial part of the assets of NV;
- 17.2.3 NV or any of its Affiliates providing Testing Services hereunder is in material breach of clause 23;
- 17.2.4 NV enters into or proposes any composition or arrangement with its creditors generally or anything analogous to the foregoing occurs in the Netherlands;
- 17.2.5 (a) NV is subject to an enforcement action by any Regulatory Authority so long as such action was not directly or indirectly caused or induced by Company; or
- (b) NV ceases to be authorized to exist as a legal entity under Applicable Law,
- and, the occurrence of either sub clause (a) or (b) results in NV being prevented from performing any of its material obligations under this Agreement and such event is not cured within sixty (60) days from its occurrence; or
- 17.2.6 there is an NV Change of Control (as defined in the Joint Venture Agreement).
- 17.3 Termination for Cause by NV
- As a non-exclusive remedy, NV may terminate this Agreement with immediate effect by written notice to Company if:
- 17.3.1 Company is in material breach of any of its obligations under this Agreement and either that breach is not capable of remedy or, if the breach is capable of remedy, Company has failed to remedy such breach within sixty (60) days (unless a shorter remedy period applies hereunder) after receiving written notice requiring it to remedy the relevant breach; *provided* that, no event of default shall be deemed to have occurred hereunder if such breach cannot reasonably be cured within such sixty (60) day period and Company has commenced and is diligently pursuing such cure within such sixty (60) day period, in which case Company shall have an additional period of time (not to exceed one hundred and twenty (120) days after receipt of written notice of such default) to cure such default and NV may not terminate this Agreement during such period;
- 17.3.2 Notwithstanding clause 17.3.1, Company fails to pay any undisputed amounts it is obligated to pay NV under this Agreement within thirty (30) Business Days of written demand by Formal Notice to Company for such payment or Company fails to pay any Disputed amount (once the amount to be paid is agreed or determined pursuant to the dispute resolution process set forth in clause 29.2) within thirty (30) Business Days of such Disputed payments being agreed;
- 17.3.3 Company is unable to pay its debts as they fall due or an order is made or a resolution passed for the administration, winding-up or dissolution of Company (otherwise than for the purposes of a solvent amalgamation or reconstruction) or an administrative or

other receiver, manager, liquidator, administrator, trustee or similar officer is appointed over all or any substantial part of the assets of Company;

17.3.4 Company or any of its Affiliates is in material breach of clause 23;

17.3.5 Company enters into or proposes any composition or arrangement with its creditors generally or anything analogous to the foregoing occurs in KSA; or

(a) Company is subject to an enforcement action by any Regulatory Authority, so long as such action was not directly or indirectly caused or induced by NV; or

(b) Company ceases to be authorized to exist as a legal entity under Applicable Law,

and the occurrence of either sub clause (a) or (b) results in Company being prevented from performing any of its material obligations under this Agreement and such event is not cured within sixty (60) days from its occurrence.

17.4 Cross-Termination

This Agreement will terminate automatically upon termination of the Consultancy Agreement or the Joint Venture Agreement.

17.5 Termination without need for Judicial Order

If a Party terminates this Agreement pursuant to this clause 17, such Party shall be entitled to do so without first obtaining judgment from the courts of KSA or any other competent authority.

17.6 Consequence of Expiry or Termination

17.6.1 Upon expiry or termination, as the case may be, of this Agreement, NV shall:

(a) comply with its obligations under clause 12;

(b) promptly deliver to Company, upon its request, any outstanding deliverables prepared by NV in the context of its provision of the Testing Services under this Agreement and that are in NV's possession or under NV's control; *provided*, that Company has paid to NV all outstanding Testing Fees (except to the extent Disputed in good faith) that are payable on or prior to the date of such expiry or termination;

(c) subject to the terms of the Technology Transfer and Intellectual Property License Agreement, promptly return to Company, any Company Confidential Information and any other assets or property of Company, in each case, then in possession of NV held or maintained by NV as of the effective date of such termination or expiration; *provided*, that NV may continue to retain a copy of Company Confidential Information and use it as permitted under clause 12;

(d) subject to the terms of the Technology Transfer and Intellectual Property License Agreement, stop using, or allowing the use of, any of Company's trademarks, logos, devices, symbols, brands or other similar items (whether registered or unregistered) used by or licensed to NV; and

(e) cease any further Testing Services.

17.6.2 Upon expiry or termination, as the case may be, of this Agreement, Company shall:

- (a) immediately pay to NV all outstanding Testing Fees (except to the extent Disputed in good faith) payable prior to the date of such expiry or termination;
- (b) subject to the terms of the Technology Transfer and Intellectual Property License Agreement promptly return to NV, any NV Confidential Information and any other assets or property of NV, in each case, then in possession of Company held or maintained by Company as of the effective date of such termination or expiration; *provided*, that Company may continue to retain a copy of Company Confidential Information and use it as permitted under clause 12;
- (c) subject to the terms of the Technology Transfer and Intellectual Property License Agreement, stop using, or allowing the use of, any of NV's trademarks, logos, devices, symbols, brands or other similar items (whether registered or unregistered) used by or licensed to Company; and
- (d) comply with its obligations under clause 12.

## 17.7 Survival

17.7.1 Termination or expiry of this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either Party, nor shall it affect the coming into force or the continuance in force of any provision of this Agreement which is expressly or by implication intended to come into force or continue in force on or after termination.

17.7.2 The following clauses, and provisions referred to by such clauses, shall survive termination or expiry of this Agreement together with any other provisions which by their nature are expressed to survive expiry or termination or are intended or required to give effect to the expiration or termination of this Agreement: clauses 1 (*Definitions; Interpretations; Conflicts*), 5 (*Charges for the Testing Services*) (but solely with respect to any payment terms governing the payment of any outstanding Testing Fee and any other amounts due from Company to NV under this Agreement that are payable for periods prior to the date of such expiry or termination but have not been paid to NV yet), 11 (*Intellectual Property Rights*), 12 (*Confidential Information*), 13 (*Indemnities*), 14 (*Limitation on Liability*), 17.6-17.7 (*Termination*), 18 (*Notices*), 29 (*Governing Law; Arbitration and Jurisdiction*), and the applicable provisions of Schedule 1 (*Defined Terms and Interpretation*).

## 18. NOTICES

18.1 Any communication to be given in connection with this Agreement shall be in writing and if such communication is a Formal Notice shall either be delivered by hand or courier to a Party's registered office (or such other address as it may notify to the other Party for such purpose) or by email as follows:

**to Company at:**

GENOMICS INNOVATIONS COMPANY LIMITED

Building No. 3936, 6651 Al Nakheel District, Postal Code 12382,  
RGNB3936, Riyadh, Kingdom of Saudi Arabia

**to NV at:**

CENTOGENE N.V.  
Am Strande 7, 18055  
Rostock, Germany

*Marked for the attention of:*

Marked for the attention of:

[\*\*\*]  
email: [\*\*\*]

Chief Legal Officer  
email: [\*\*\*]

*With a copy, which shall not constitute notice, to:*

[\*\*\*]

*And with a copy, which shall not constitute notice, to:*

Chief Financial Officer  
email: [\*\*\*]

- 18.2 A communication sent according to clause 18.1 shall be deemed to have been received:
- 18.2.1 if delivered by hand, on written acknowledgment or receipt by an officer or an employee of the receiving Party;
  - 18.2.2 if delivered by courier, on production of evidence from the relevant courier that the notice was successfully delivered; or
  - 18.2.3 if by email, upon transmission to the correct email address as specified; *provided*, that a hard copy is sent by post as soon as reasonably practicable thereafter to the address set out in clause 18.1.

If, under the preceding provisions of this clause 18.2, a communication would otherwise be deemed to have been received outside normal business hours in the place of receipt, being 9:00 a.m. to 4:00 p.m. on a Business Day, it shall be deemed to have been received at 9:00 a.m. on the next Business Day.

- 18.3 A Party may notify the other Party of a change to its name or address or email address for the purposes of clause 18.1; *provided*, that such notification shall only be effective on:
- 18.3.1 the date specified in the notification as the date on which the change is to take place; or
  - 18.3.2 if no date is specified or the date specified is less than five (5) Business Days after the date on which notice is deemed to have been served, the date falling five (5) Business Days after notice of any such change is deemed to have been given.

## **19. ASSIGNMENT AND SUBCONTRACTING**

- 19.1 The Parties acknowledge and agree that NV shall assume full responsibility to Company for the provision of the Testing Services under this Agreement, subject to the terms and conditions of this Agreement. NV may subcontract any of its obligations under this Agreement; *provided*, that NV shall:
- 19.1.1 in no event subcontract all or substantially all of its obligations under this Agreement without the prior consent of Company (not to be unreasonably withheld, conditioned or delayed); *provided* that NV may subcontract all or substantially all of its obligations under this Agreement to any Affiliate of NV without Company's prior consent; and
  - 19.1.2 assume full liability and responsibility for such subcontractor's compliance with the terms of this Agreement as if this Agreement were made between Company and such

subcontractor, whether or not such terms are reflected in an agreement between NV and such subcontractor.

For the avoidance of doubt, any and all obligations of NV under this Agreement may be subcontracted to Centogene GmbH.

19.2 Neither Party is permitted to assign, sub-license, create a charge over or otherwise dispose of any of its rights or transfer or otherwise dispose of any of its obligations under this Agreement without the prior written consent of the other Party (not to be unreasonably withheld, conditioned or delayed); *provided*, that either Party is permitted to assign, sub-license, create a charge over or otherwise dispose of any of its rights or transfer or otherwise dispose of any of its obligations under this Agreement:

19.2.1 to any Affiliate; or

19.2.2 in relation to its right to receive payment under this Agreement, as collateral to any financial institution providing financing to such Party or any of such Party's Affiliates,

in each case without the prior written consent of the other Party.

## 20. COSTS

Except as otherwise set forth in this Agreement, each Party shall pay the costs and expenses incurred by it in connection with preparation, review, negotiation and execution of this Agreement.

## 21. AUDIT

21.1 Neither Party shall have the right to audit the other Party's (the "**Defaulting Party**") compliance with this Agreement, unless such audit is required by a Party (the "**Requesting Party**");

21.1.1 for reasons of actual or suspected fraud, criminal activity or failure to comply with Applicable Law;

21.1.2 by a Regulatory Authority; or

21.1.3 for reasons of actual or suspected non-compliance with any material obligations under this Agreement in which case:

- (a) such audit must be made by an independent professional firm who enters into a reasonable non-disclosure agreement with the Defaulting Party;
- (b) such audit must be conducted during normal business hours, without disruption to normal business activities; and
- (c) the materials to be reviewed may be redacted to protect privacy, legally privileged information and otherwise as is reasonable in light of Applicable Law and contractual obligations. The Requesting Party shall be responsible for any and all costs and expenses related to the audit. No record may be audited more than one time and no audit shall take place more than once per year.

## 22. LANGUAGE

22.1 This Agreement shall be executed in English.

22.2 Any notice (including, without limitation, a Formal Notice) given in connection with this Agreement shall be in English.

22.3 Any other document provided by a Party in connection with this Agreement shall be in English.

### **23. ANTI-BRIBERY AND CORRUPTION**

23.1 Neither Party, nor any of its Affiliates shall accept or give any commission or gift or other financial benefit or inducement from or to any person or party in connection with its rights and obligations under this Agreement and shall ensure that its employees, agents and subcontractors shall not accept or give any such commission, gift, benefit or inducement, and shall immediately notify the other Party of any such commission, gift, benefit or inducement which may be offered.

23.2 Each Party, its Affiliates and their Affiliated Persons shall be solely responsible for complying, have to their best knowledge complied, and shall comply, with ABC Laws and have to their best knowledge not taken and shall not take or fail to take any actions, which act or omission would subject the other Party or its Affiliates to liability under ABC Laws.

23.3 Each Party and its Affiliates shall implement and maintain an effective and appropriate internal control system and a compliance program for the prevention of bribery and corruption, money laundering and other crimes.

23.4 In the event that a Party (a “**Notified Party**”) reasonably believes that it has (or any of its Affiliates have) violated, or is in violation of, any ABC Laws, including without limitation if the Notified Party has received any correspondence or notice from a Regulator that the Notified Party has breached, may potentially breach or is in breach of, any ABC Laws, then the Notified Party is required to promptly notify the other Party of such breach. The Notified Party agrees to provide all reasonable assistance with respect to any audit or investigation by a Regulator (or any similar body) into whether a violation of any ABC Law has occurred by the Notified Party and the nature and extent of such violation.

### **24. EXPORT CONTROL AND SANCTIONS**

The Parties agree not to use or otherwise export or re-export anything exchanged or transferred between them pursuant to this Agreement except as authorized by Applicable Laws and the laws of the jurisdiction in which it was obtained. In particular, but without limitation, items and services exchanged may not be exported or re-exported into any Sanctioned Countries. By entering into this Agreement, each Party represents and warrants that they are not located in a Sanctioned Country or on any sanctioned persons list. Each Party also agrees that they will not use any item or service exchanged for any purposes prohibited by Applicable Law, including, without limitation, the development, design, manufacture or production of missiles, or nuclear, chemical or biological weapons. In the event either Party becomes aware of any suspected violations of this clause 24 that Party will promptly inform the other Party of such suspected violations, and the Parties shall cooperate with one another in any subsequent investigation and defence, be they civil or criminal.

### **25. FURTHER ASSURANCE**

Each Party shall do and execute, or arrange for the doing and executing of, each necessary act, document and thing reasonably within its power to implement and give effect to this Agreement.

## 26. WAIVER AND VARIATION

- 26.1 A failure or delay by a Party to exercise any right or remedy provided under this Agreement, whether by conduct or otherwise, shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement, whether by conduct or otherwise, shall preclude or restrict the further exercise of that or any other right or remedy.
- 26.2 A waiver of any right or remedy under this Agreement shall only be effective if given in writing and signed by the Party against whom the waiver would be enforced and shall not be deemed a waiver of any subsequent breach or default.
- 26.3 No variation or amendment of this Agreement shall be valid unless it is in writing and duly executed by or on behalf of all of the Parties to this Agreement. Unless expressly agreed in writing, no variation or amendment shall constitute a general waiver of any other provision of this Agreement, nor shall it affect any rights or obligations under or pursuant to this Agreement which have already accrued up to the date of variation or amendment, and the rights and obligations under or pursuant to this Agreement shall remain in full force and effect, except and only to the extent that they are varied or amended in accordance with this clause 26.

## 27. SEVERABILITY

Where any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect, then such provision shall be deemed to be severed from this Agreement and, if possible, replaced with a lawful provision which, as closely as possible, gives effect to the intention of the Parties under this Agreement and, where permissible, that shall not affect or impair the legality, validity or enforceability in that, or any other, jurisdiction of any other provision of this Agreement.

## 28. RIGHTS OF THIRD PARTIES

- 28.1.1 A person who is not a party to this Agreement shall not have any right to enforce any term of this Agreement.
- 28.1.2 The rights of the Parties to terminate, rescind or agree to any variation, waiver or settlement under this Agreement is not subject to the consent of any person that is not a party to this Agreement.

## 29. GOVERNING LAW; ARBITRATION AND JURISDICTION

### 29.1 Governing Law

This Agreement shall be governed and construed in accordance with the laws of the Kingdom.

### 29.2 Jurisdiction

- 29.2.1 In the event of any dispute, difference, claim, controversy or question between Company and NV, 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**”), Company and NV shall first endeavour to settle such Dispute by good faith negotiation. The Parties agree, save as otherwise agreed in writing by

Company and NV, that the negotiations shall not exceed three (3) months from the date of the start of such negotiations.

29.2.2 Notwithstanding the provisions of clause 29.2.1 above, any Dispute arising out of, or in connection with, this Agreement shall be finally administered by the Saudi Centre for Commercial Arbitration (“SCCA”) in accordance with its Arbitration Rules. The arbitration shall be conducted by an arbitration tribunal consisting of three (3) independent arbitrators, none of whom shall have any relationship or competitive interests with any of the Parties or any of their Affiliates. Company shall appoint one (1) arbitrator, NV 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.

### **30. ENTIRE AGREEMENT**

30.1 This Agreement and the Project Documents set out the entire agreement and understanding between the Parties in respect of the subject matter of this Agreement and supersede all prior agreements and understandings, both oral and written between the Parties with respect to the subject matter hereof and thereof. For the avoidance of doubt, the provisions of Schedule 5 (*T&Cs*) shall be excluded from this Agreement except for Articles 4.1-4.3 of the *T&Cs* and in the event of any conflict between the terms of this Agreement (including any Project Addendum) and any Schedule, the terms of this Agreement shall govern.

30.2 Each Party acknowledges that it is not relying on, and shall have no remedies in respect of, any undertakings, representations, warranties, promises or assurances (whether made innocently or negligently) that are not set forth in this Agreement.

30.3 Nothing in the preceding sub clause limits or excludes any liability for fraud or fraudulent concealment.

### **31. COUNTERPARTS**

This Agreement or any amendment agreed to pursuant to clause 26.3 may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which, when taken together, shall constitute one and the same instrument.

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, this Agreement has been executed by the Parties by their duly authorized representatives on the Effective Date.

Signed by Kim Stratton for and on behalf of  
**CENTOGENE N.V.**

) /s/ Kim Stratton  
)  
)  
)  
)

Signed by Miguel Coego for and on behalf of  
**CENTOGENE N.V.**

) /s/ Miguel Coego  
)  
)  
)  
)

Signed by Jeremy Panacheril for and on behalf of  
**GENOMICS INNOVATIONS COMPANY LIMITED**

) /s/ Jeremy Panacheril  
)  
)  
)  
)

## Schedule 1

### DEFINED TERMS AND INTERPRETATION

#### Part 1 - Defined Terms

In this Agreement:

“**Abandon**” or “**Abandonment**” means the material failure of NV or any Affiliate thereof to provide all or a material part of the Testing Services for a continuous and consecutive period of forty-five (45) Business Days or more, other than any material non-performance due to:

- (a) non-payment by Company of the Testing Fees that are due in accordance with the terms of this Agreement; or
- (b) occurrence of a Force Majeure Event;

“**ABC Laws**” means all laws and regulations applicable to the Parties and this Agreement, that relates to bribery or corruption or money laundering, including (without limitation):

- (a) the Saudi Arabian Anti-Bribery Law promulgated by royal decree number M/36 dated 26/12/1412H (corresponding to 27 June 1992) and the Saudi Arabian Anti-Money Laundering Law promulgated by royal decree number M/20 dated 5/2/1439H (corresponding to 25 October 2017);
- (b) the US Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations issued thereunder, and
- (c) the UK Bribery Act 2010, as each may be amended or re-enacted from time to time;

“**Accreditation**” means the CAP Laboratory Accreditation from the College of American Pathologists (“**CAP**”) and the Clinical Laboratory Improvement Amendments (“**CLIA**”) certification or, in the event Company is unable to obtain such accreditation or certification, as applicable, due to regulatory changes arising after the Effective Date, an equivalent internationally recognized accreditation or certification, as applicable, as mutually agreed by the Board of Directors, and “**Accredited**” shall be construed accordingly;

“**Affiliate**” means any person, now or in the future, directly Controlling, Controlled by or under direct or indirect Common Control of a Party. For the avoidance of doubt, for purposes of this Agreement, when used in connection with Company, the term “Affiliate” will not include NV, and when used in connection with NV, the term “Affiliate” will not include Company;

“**Affiliated Persons**” means a relevant Party and its Affiliates’ officers, directors, employees, agents or representatives, or any of its stockholders, principals or owners (including ultimate beneficial owners) acting on its behalf or in its interests;

“**Agreement**” has the meaning set out in the preamble of this Agreement;

“**Annual Forecast**” has the meaning set out in clause 3.9.2 of this Agreement;

“**Applicable Data Protection Laws**” means any and all laws, statutes, rules and regulations relating to the privacy, security, protection, access, collection, storage, transmission, disclosure, exchange or other processing of Personal Data, including, but not limited to, the General Data Protection Regulation (EU) 2016/679 (“**GDPR**”), the German Federal Data Protection Act (*Bundesdatenschutzgesetz*), the provisions of the German Genetic Diagnostics Act (*Gendiagnostikgesetz*), the Kingdom National Data

Management Office's Interim Regulations on Personal Data Protection, the Kingdom Ministry of Health's Guidelines for Informed Consent, and the Kingdom Personal Data Protection Law (issued pursuant to Royal Decree M/19 of 9/2/1443H (corresponding to 16 September 2021) and any relevant implementing regulations issued pursuant to the Kingdom Personal Data Protection Law ("**KSA PDPL**")), in each case as amended or updated from time to time;

"**Applicable Export Control**" or "**Economic Sanctions Programs**" means all applicable national and international export controls, Sanctions laws, regulations and programs;

"**Applicable Law**" means any of the following, to the extent that it applies to a Party:

- (a) any laws, statute, directive, order, enactment, regulation, bylaw, ordinance or subordinate legislation in force from time to time, but subject to any written waivers granted by any Governmental Authority;
- (b) any binding court order, judgment or decree;
- (c) any applicable industry code, policy or standard enforceable by law;
- (d) any applicable direction, statement of practice, policy, rule or order that is set out by a Regulatory Authority, that is binding on the Parties;
- (e) the ABC Laws and the Applicable Export Control or Economic Sanctions Programs; and
- (f) Applicable Data Protection Laws;

"**Board of Directors**" means the Board of Directors of Company from time to time;

"**Business Day**" means any day other than a Friday, Saturday or public holiday in KSA or Germany;

"**Business Plan**" means the Initial Business Plan set out in Schedule 7 of the Joint Venture Agreement;

"**Centoportal**" has the meaning set out in clause 3.2.1 of this Agreement;

"**Claim**" means any claims, demands, suits, proceedings or actions by any Governmental Authority, Regulatory Authority or a third party (in either case, not being connected to or related to the relevant Indemnitee);

"**Clause**" has the meaning set out in Schedule 3 (*Data Sharing Agreement*) Part II of this Agreement;

"**Collection Kits**" has the meaning set out in clause 2.1.3 of this Agreement;

"**Commercially Reasonable Efforts**" means taking such steps and performing in such a manner as a similarly situated company would undertake where such company was acting in a determined, prudent and reasonable manner to achieve the particular result for its own benefit;

"**Company**" has the meaning set out in the preamble of this Agreement;

"**Company Confidential Information**" means Confidential Information of Company;

"**Company Customer Contracts**" means an agreement entered into in relation to the provision of bulk Testing Services between Company and a customer of Company in which the annual revenue earned from such agreement is over two million, five hundred thousand Euros (€2,500,000.00);

“**Company Data**” means information (including Personal Data) that NV either receives from Company or to which NV receives access in connection with the performance of this Agreement;

“**Company Indemnitee**” has the meaning set out in clause 13.1 of this Agreement;

“**Company Obligations**” has the meaning set out in clause 4.1.3 of this Agreement;

“**Company Personnel**” means any employees, officers, directors, consultants, contractors or agents employed or engaged by Company or its Affiliates, but excluding any NV Personnel seconded to Company;

“**Company Representative**” has the meaning set out in clause 4.3 of this Agreement;

“**Confidential Information**” means information that is marked, designated, or otherwise identified as ‘confidential’ or which by its nature is clearly confidential. Confidential Information includes (without limitation) any information concerning the technology, technical processes, samples, studies, findings, inventions, ideas, business processes, procedures, business affairs, financial affairs and finance of Company and its Affiliates or NV and its Affiliates, as the case may be; *provided* that Confidential Information shall not include any Personal Data which is addressed separately in Schedule 3 (*Data Sharing Agreement*) of this Agreement. Company’s or NV’s security procedures are also included within the definition of Confidential Information. Confidential Information may take the form of documents, technical specifications, unpublished patent specifications, data, drawings, plans, processes, photographs, databases, computer software in disk, cassette, tape or electronic form and data storage or memory in, and items of, computer hardware; or oral descriptions, demonstrations or observations, and Confidential Information includes (without limitation) information which is supplied to, stored by, processed or marked for destruction by, NV to Company, or by Company to NV;

“**Consent Form**” has the meaning set out in Schedule 3 (*Data Sharing Agreement*) Part I clause 7.4 of this Agreement;

“**Consultancy Agreement**” has the meaning set out in the preamble of this Agreement;

“**Control**” (including the terms “**Controlling**”, “**Controlled by**” and “**under Common Control**”), means in relation to any person (being the “**Controlled Person**”), being:

- (a) entitled to exercise, or control the exercise of (directly or indirectly) more than fifty percent (50%) of the voting power at any general meeting of the shareholders, members or partners or other equity holders (and including, in the case of a limited partnership, of the limited partners of) in respect of all or substantially all matters falling to be decided by resolution or meeting of such persons;
- (b) entitled to appoint or remove:
  - (i) directors on the Controlled Person’s board of directors or its other governing body (or, in the case of a limited partnership, of the board or other governing body of its general partner) who are able (in the aggregate) to exercise more than fifty percent (50%) of the voting power at meetings of that board or governing body in respect of all or substantially all matters;
  - (ii) any managing member of such Controlled Person; and/or
  - (iii) in the case of a limited partnership, its general partner; or

(c) entitled to exercise a dominant influence over the Controlled Person (otherwise than solely as a fiduciary) by virtue of the provisions contained in its constitutional documents or pursuant to an agreement with other shareholders, partners or members of the Controlled Person;

“**Customer**” means a physician or other healthcare professional licensed to receive the results of the Testing Services in accordance with Applicable Laws for specific patients pursuant to an agreement between Company and such healthcare professional;

“**Data Sharing Agreement**” means the data use agreement entered into by and between Company and NV on or around the date of this Agreement;

“**Defaulting Party**” has the meaning set out in clause 21.1 of this Agreement;

“**Dispute**” has the meaning set out in clause 29.2.1 of this Agreement;

“**Dual Consent**” has the meaning set out in Schedule 3 (*Data Sharing Agreement*) Part I clause 7.3 of this Agreement;

“**Effective Date**” has the meaning set out in the preamble of this Agreement;

“**Excess Services**” has the meaning set out in clause 3.9.2 of this Agreement;

“**Force Majeure Event**” has the meaning set out in clause 15 of this Agreement;

“**Formal Notices**” means:

- (a) notices invoking, or relating to, Dispute resolution or any litigation between the Parties;
- (b) notices given in connection with a Force Majeure Event pursuant to clause 15 of this Agreement;
- (c) a change to the contact details specified in clause 18.1 of this Agreement; or
- (d) any other notices stated in this Agreement to be a Formal Notice;

“**Good Laboratory Practice**” means international ethical and scientific quality standards, practices, methods and procedures conforming to Applicable Law and international health industry practice and exercising that degree of skill, care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a duly qualified, skilled, efficient and experienced laboratory service provider providing laboratory services in connection with a facility of a size and capacity comparable to the KSA Facility;

“**Governmental Authority**” means any federal, emirate, state, provincial or municipal government or political subdivision thereof, a governmental or quasi-governmental ministry, legislative body, agency, authority, board, bureau, commission, government-controlled corporation or entity, department, instrumentality or public body, or any court, administrative tribunal or public utility that has jurisdiction over the Party or matter in question;

“**Indemnified Losses**” means:

- (a) any amounts awarded by a court or tribunal of competent jurisdiction or arbitrator to a third party;
- (b) any amounts paid in settlement to a third party;

- (c) any interest awarded by a court of competent jurisdiction or arbitrator in respect of the above; and
- (d) reasonable costs of investigation, litigation, settlement and external legal fees (on a solicitor-client basis) and disbursements and administrative costs directly incurred by the Indemnitee in respect of a Claim;

“**Indemnitee**” means a Party relying on an indemnity pursuant to this Agreement;

“**Indemnitor**” means a Party providing an indemnity pursuant to this Agreement;

“**Ineligible Person**” has the meaning set out in clause 7.6.1 of this Agreement;

“**Intellectual Property Rights**” means any and all rights available under patent, copyright, industrial design, trade secret law or any trademarks, service marks, trade names or other statutory provision or common law doctrine with respect to designs, formulas, algorithms, procedures, methods, techniques, ideas, Know-How, programs, subroutines, tools, inventions, creations, improvements, works of authorship, other similar materials, and all recordings, graphs, drawings, reports, analyses, other writings, and any other embodiment of the foregoing, in any form, whether or not specifically listed herein, which may subsist in any part of the world, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights for their full term;

“**Invoice**” has the meaning set out in clause 5.2 of this Agreement;

“**Joint Venture Agreement**” has the meaning set out in the preamble to this Agreement;

“**Kingdom**” or “**KSA**” means the Kingdom of Saudi Arabia;

“**Know-How**” has the meaning set out in the Technology Transfer and Intellectual Property License Agreement;

“**KSA Biodatabank**” means national KSA data registries, biodatabank and genetic data including in relation to rare and neurodegenerative diseases that is Controlled by Company;

“**KSA Facility**” means the facility for the establishment and maintenance of the KSA Lab and the KSA Biodatabank;

“**KSA Lab**” means a laboratory facility to be located in Riyadh, the Kingdom, and operated in accordance with Applicable Law with the intention that it becomes an Accredited, globally recognized, commercially driven genomics wet and dry lab;

“**Lawful Export Measures**” has the meaning set out in Schedule 3 (*Data Sharing Agreement*) Part I clause 8.3 of this Agreement;

“**Losses**” means all Claims (whether or not successful, compromised or settled), actions, proceedings, liabilities, demands, judgments (asserted or established in any jurisdiction) and any and all losses, damages (including interest), any amounts paid in settlement (including interest) of a Claim, costs, expenses (including reasonable legal, investigative, administrative or professional costs and expenses incurred in disputing or defending any of the foregoing), Taxes, fines or penalties;

“**New Service**” has the meaning set out in clause 2.1.1 of this Agreement;

“**Notified Party**” has the meaning set out in clause 23.4 of this Agreement;

“**NV**” has the meaning set out in the preamble of this Agreement;

“**NV Clinical Personnel**” means any NV clinical or laboratory technician, clinical administrator and other allied health professionals as determined by NV who has any applicable local licenses and are qualified to provide the Testing Services contemplated hereunder;

“**NV Confidential Information**” means Confidential Information of NV;

“**NV Data**” means information (including Personal Data) that Company either receives from NV or to which Company receives access in connection with the performance of this Agreement;

“**NV Facility**” has the meaning set out in the preamble of this Agreement;

“**NV Indemnitee**” has the meaning set out in clause 13.3 of this Agreement;

“**NV Personnel**” means employees, officers, directors, consultants, contractors and agents engaged wholly or partly by NV (or any of its Affiliates), including NV Representatives, to provide the Testing Services other than NV Clinical Personnel;

“**NV Representative**” has the meaning set out in clause 3.10.1;

“**OFAC**” means the U.S. Department of the Treasury’s Office of Foreign Assets Control;

“**Party**” or “**Parties**” have the meaning set out in the preamble of this Agreement;

“**Patient Data**” has the meaning set out in Schedule 3 (*Data Sharing Agreement*) Part I clause 7.1 of this Agreement;

“**Patients**” has the meaning set out in Schedule 3 (*Data Sharing Agreement*) Part I clause 2.1.2 of this Agreement;

“**Personal Data**” has the meaning given to it in Applicable Data Protection Laws;

“**Project Addendum**” has the meaning set out in clause 2.1.2(a) of this Agreement;

“**Project Documents**” means, collectively, this Agreement, the Joint Venture Agreement, the Technology Transfer and Intellectual Property License Agreement and the Consultancy Agreement;

“**Provider**” has the meaning set out in clause 12.1 of this Agreement;

“**Recipient**” has the meaning set out in clause 12.1 of this Agreement;

“**Regulator**” or “**Regulatory Authority**” means any national, regional, state or local regulatory agency, department, bureau, commission, council or other Governmental Authority whose review and/or approval is necessary for performing clinical and/or laboratory services in the applicable regulatory jurisdiction and granting regulatory approvals or having regulatory or supervisory authority over a Party or a Party’s assets, resources or business, or over the Testing Services;

“**Requesting Party**” has the meaning set out in clause 21.1 of this Agreement;

“**Sample**” has the meaning set out in clause 2.1.3 of this Agreement;

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

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

“**SCCA**” has the meaning set out in clause 29.2.2;

“**Security Breaches**” has the meaning set out in Schedule 3 (*Data Sharing Agreement*) Part I clause 2.1.5(e) of this Agreement;

“**Shareholders**” means any person to whom one or more shares may be transferred or issued from time to time in accordance with the Joint Venture Agreement, and “**Shareholder**” means any of them;

“**Tax**” means all forms of taxation and statutory, governmental, state, federal, provincial, local, government or municipal charges, duties, imposts, contributions, levies, VAT, withholdings or other liabilities in the nature of taxation wherever chargeable and whether of KSA or any other jurisdiction (including, for the avoidance of doubt, social security contributions in KSA and Germany and corresponding obligations elsewhere) and any penalty, fine, surcharge, interest, charges or costs relating to it or them;

“**Tax Credit**” means a credit against, relief or remission for, or repayment of, any Tax;

“**Tax Deduction**” means any amount which Company is required by Applicable Law to deduct or withhold on account of Tax from any payment by Company to NV (or a relevant Affiliate) in respect of any Testing Fees;

“**Technology Transfer and Intellectual Property License Agreement**” has the meaning set out in the preamble of this Agreement;

“**Term**” has the meaning set out in clause 9 of this Agreement;

“**Testing Fee**” has the meaning set out in clause 5.1 of this Agreement;

“**Testing Services**” has the meaning set out in clause 2.1.1 of this Agreement;

“**Third Countries**” has the meaning set out in Schedule 3 (*Data Sharing Agreement*) Part I clause 2.1.4 of this Agreement;

“**VAT**” means:

- (a) any Tax imposed in relation to the Unified Agreement for Value Added Tax for the Co-operation Council for the Arab States of the Gulf;
- (b) any other Tax of a similar nature, imposed in a member state of the Co-operation Council for the Arab States of the Gulf; or
- (c) any other similar Taxes imposed anywhere in the world; and

“**Wilful Misconduct**” means conduct that is unreasonable, deliberate and carried out by a Party in the knowledge that it will result in significant injury or damage to the other Party.

## Part 2 – Interpretation

In this Agreement:

- (a) any reference to “Schedule” or “Annex”, unless the context otherwise requires, is a reference to the relevant schedule or annex of and to this Agreement, and any reference to a “clause”, “section” or “paragraph”, unless the context otherwise requires, is a reference to a clause in this Agreement, a section or paragraph in the relevant Schedule and a paragraph in the relevant Annex, respectively;
- (b) the clause, section and paragraph headings and the contents page in this Agreement are included for convenience purposes only and shall not affect the interpretation of this Agreement;
- (c) use of the singular in this Agreement includes the plural and vice versa;
- (d) any reference to a Party or the Parties means a party or the parties to this Agreement, including their successors in interest and permitted assigns;
- (e) any reference to “persons” includes natural persons, companies, corporations, partnerships, limited liability companies, firms, associations, organisations, Governmental Authorities, foundations and trusts (in each case, whether or not having separate legal personality);
- (f) any reference to a date refers to the Gregorian calendar;
- (g) any reference to a statute, statutory provision or subordinate legislation shall, except where the context otherwise requires, be construed as referring to such legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation;
- (h) unless otherwise defined, terms used in the healthcare industry or other relevant business context shall be interpreted in accordance with their generally understood meaning in that industry or business context;
- (i) any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
- (j) any reference to “writing” or “written” includes email (but not faxes), save with respect to Formal Notices, where service in accordance with clause 18 of this Agreement is required; and
- (k) any reference to any agreement or other instrument shall, except where expressly provided to the contrary, include any amendment, restatement, amendment and restatement, modification, variation or novation (in whole or in part) to such agreement or other instrument.

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### Schedule 3

## DATA SHARING AGREEMENT

### PART I – OBLIGATIONS AND SAFEGUARDS

#### 1. PURPOSE OF DATA SHARING

- 1.1 This Schedule 3 sets out the framework for the sharing of Personal Data between the Parties both acting as independent data controllers within the meaning of Art. 4 (7) GDPR and under the KSA PDPL. It defines the principles and procedures that the Parties shall adhere to and the responsibilities the Parties owe to each other under the GDPR and KSA PDPL and other Applicable Data Protection Laws.
- 1.2 The Parties consider this data sharing initiative necessary to enable the provision of the Testing Services under this Agreement. NV agrees to only process Company Data (as defined in Schedule 1 (*Defined Terms*) above) for the purpose of fulfilling its obligations under this Schedule 3 and this Agreement and as set out in the applicable Consent Form.

#### 2. PROTECTION OF PERSONAL DATA

- 2.1 To the extent that Company Data includes Personal Data (as defined in Schedule 1 above), NV shall, and shall procure that its representatives shall:
- 2.1.1 use or disclose the Company Data solely for the purposes of this Agreement or as otherwise authorized by Company in writing from time to time. In particular, Company shall not sell, assign, lease or commercially exploit Company Data;
- 2.1.2 store, use and process Company Data referring to patients or related individuals of Company (“**Patients**”) only on the basis of explicit consent given by respective Patients as set out in clause 7 of this Schedule 3 Part I below;
- 2.1.3 store, use or process Company Data for no longer than is necessary to fulfil its obligations under this Agreement and in any event not longer than any statutory or professional retention periods applicable under any Applicable Laws or as set out in the applicable Consent Form;
- 2.1.4 not store in or transfer Company Data to countries outside the European Economic Area (“**Third Countries**”), nor allow processing or access to the Company Data from a Third Country other than (a) data transfers from NV to Company, or (b) as authorized by Company in writing from time to time; *provided* that Company agrees that NV may store, transfer or otherwise provide access to Company Data to NV’s office in Belgrade, Serbia, *provided* that such storage, transfer, or access is made in compliance with Applicable Data Protection Law; and
- 2.1.5 to the extent necessary to allow Company to comply with Applicable Data Protection Laws:
- (a) assist Company with any subject access requests which it may receive from individuals to whom any Company Data relates;
- (b) carry out any reasonable request from Company to amend, transfer or delete any Company Data; *provided* that such requests do not conflict with Applicable Data Protection Laws or the applicable Consent Form;

- (c) notify Company without undue delay about any enquiries from the relevant data protection authority in relation to the Company Data and cooperate promptly and thoroughly with such data protection authority, to the extent required under the Applicable Data Protection Laws;
- (d) take adequate technical and organisational measures against unauthorised or unlawful processing of, accidental loss or destruction of, or damage to, the Company Data;
- (e) notify Company without undue delay after NV learns of any misappropriation or unauthorized access to, or disclosure or use of, the Company Data (collectively, “**Security Breaches**”);
- (f) investigate each Security Breach that it becomes aware of or has reason to suspect may have occurred without undue delay after becoming aware or having reason to suspect such Security Breach has occurred, and, in the case of an actual Security Breach, provide assistance to Company in connection with any reasonable investigation that Company may desire to conduct with respect to such Security Breach; and
- (g) implement any steps reasonably requested by Company to limit, stop or otherwise remedy any actual or suspected Security Breach; *provided* that such steps do not conflict with Applicable Data Protection Laws.

### **3. TRANSPARENCY OBLIGATIONS**

- 3.1 Each Party shall be solely and separately responsible to fulfill its own information obligations and/or transparency obligations towards affected individuals under Applicable Data Protection Law in connection with the performance of this Agreement.
- 3.2 The Parties shall provide each other reasonable assistance required to fulfill their respective obligations set out under clause 3.1 above.
- 3.3 Each Party shall provide the other Party with templates and respective documentation necessary to fulfill such Party’s information obligation and/or transparency obligation under the Applicable Data Protection Laws towards individuals in connection with the performance of Testing Services.

### **4. SUBCONTRACTING**

- 4.1 NV may not subcontract any of its processing activities permitted by this Agreement without the prior written consent of Company; *provided* that NV shall be permitted to subcontract any of its processing activities to Centogene GmbH without Company’s consent.

### **5. RETURN OF COMPANY DATA**

- 5.1 At the end of the Term, NV shall, and shall ensure that the NV Personnel and any permitted subcontractors shall:
  - 5.1.1 if so requested by Company promptly provide to Company copies of any Company Data that NV or a permitted subcontractor (including any NV Personnel) has in its possession in a format and on media reasonably requested by Company; and
  - 5.1.2 if so requested by Company, destroy or delete permanently any copies of Company Data in NV’s or the subcontractor’s (including NV Personnel’s) possession (including backup copies) and certify in writing to Company that it has done so; *provided* that such

destruction or deletion does not violate Applicable Law (it being understood that nothing in this clause 5.1.2 shall require NV to destroy or delete any NV Derived Data (as defined under the Technology Transfer and Intellectual Property License Agreement)).

## **6. TRANSFER OF COMPANY DATA**

6.1 The Parties agree to establish channels for any transfer and re-transfer of Company Data and NV Data which are secured by appropriate technical and organisational measures including transport encryption following the state of the art.

6.2 To the extent that the provision of Testing Services entails any transfer of Personal Data by NV to the Kingdom, Part II of this Schedule 3 applies.

## **7. LEGAL BASES FOR THE PROCESSING OF PERSONAL DATA**

7.1 NV and Company acknowledge and agree that the Company Data includes Personal Data referring to Patients (“**Patient Data**”).

7.2 NV shall store, use and process Patient Data solely on the basis of explicit and unambiguous consent given by respective patients which enables Company and NV to process and share Patient Data in the context of the Testing Services and as required under (a) Applicable Laws of the Kingdom (including, but not limited to the KSA PDPL), (b) Applicable Laws in Germany and the Netherlands (including, but not limited to data protection laws applicable in Germany and the Netherlands), and (c) all other laws applicable to the performance of the Testing Services (“**Dual Consent**”).

7.3 Company shall implement a suitable process to ensure that each Patient has provided Dual Consent prior to the performance of Testing Services for a Sample of the respective Patient.

7.4 The Parties will cooperate in good faith to (a) prepare a form to obtain Dual Consent from Patients (“**Consent Form**”), and (b) continuously revise the Consent Form, if needed, in particular to ensure compliance with Applicable Law and to reflect changes in the processing of Patient Data.

7.5 Company shall store and hold available Consent Forms provided by Patients. Upon request by NV and to the extent required to demonstrate compliance with Applicable Law, Company shall provide access to these Consent Forms to NV.

7.6 The Parties agree to cooperate in good faith in case Patients revoke their respective Dual Consent. The Parties agree to inform each other about any withdrawal of Dual Consent without undue delay. Upon notification of a withdrawal of Dual Consent, both Parties (a) will cease to perform any Testing Services involving the respective Patient, and (b) delete all respective Patient Data without undue delay, provided that no statutory requirements require a longer retention period.

## **8. KSA PERSONAL DATA TRANSFER TERMS**

8.1 To the extent that NV receives, accesses or otherwise transfers Personal Data outside of the Kingdom, the transfer shall comply with Article 29 of the KSA PDPL, including the Regulation on Personal Data Transfers outside the Kingdom, issued pursuant to the KSA PDPL, and in relation to any onward transfer of the Personal Data by NV to another person, the other person shall comply with the same obligations.

8.2 In particular, NV shall ensure that:

- 8.2.1 The transfer shall take place to a jurisdiction which maintains an appropriate level of Personal Data protection (commonly referred to as “adequacy”) as determined by the relevant Regulatory Authority in accordance with Article 29(2)(b) of the KSA PDPL;
- 8.2.2 The transfer shall not prejudice Kingdom national security or the interests of the Kingdom or violate Kingdom laws; and
- 8.2.3 The transfer shall be limited to the minimum amount of Personal Data necessary.
- 8.3 To the extent the recipient jurisdiction is not considered as adequate under Article 29(2)(b) of the KSA PDPL, NV shall seek prior approval from Company prior to transferring the Personal Data outside of the Kingdom and the Parties shall negotiate in good faith modifications to this Schedule 3 in order to put in place a method for allowing the lawful transfer of Personal Data, which may include the provisions under model transfer terms, or prior registration, licensing or permission from a Regulatory Authority (“**Lawful Export Measure**”); *provided* that Company agrees that NV may transfer Personal Data to NV’s office in Belgrade, Serbia, *provided* that such storage, transfer, or access is made in compliance with Applicable Data Protection Law.
- 8.4 To the extent such Lawful Export Measure requires:
- 8.4.1 a contract imposing appropriate safeguards on the transfer and processing of such Personal Data (which is not otherwise satisfied by this Schedule);
- 8.4.2 a description of the processing of Personal Data contemplated under this Schedule; and
- 8.4.3 a description of technical and organisational measures to be implemented by the data importer,
- the Parties agree that Part II – EU Standard Contractual Clauses Model 1, Annex I - the list of Parties and description of transfer, and Annex III - the description of technical and organisational measures, shall apply *mutatis mutandis* for the benefit of such transfer, and in relation to any onward transfer of the Personal Data by that data importer to another person, the other person shall comply with the same importer obligations.
- 8.5 Company may in its absolute discretion refuse to give approval to transfer Personal Data outside of the Kingdom where the recipient of Personal Data is not located in the European Union; *provided* that Company agrees that NV may transfer Personal Data to NV’s office in Belgrade, Serbia, *provided* that such storage, transfer, or access is made in compliance with Applicable Data Protection Law.

**STANDARD CONTRACTUAL CLAUSES**

**for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679, and in accordance with Commission Implementing Decision (EU) 2021/914 of 4 June 2021**

**MODULE 1: CONTROLLER TO CONTROLLER TRANSFER**

**SECTION I**

*Clause 1*

***Purpose and scope***

- (a) The purpose of these standard contractual clauses is to ensure compliance with the requirements of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) for the transfer of personal data to a third country.
- (b) The Parties:
- (i) the natural or legal person(s), public authority/ies, agency/ies or other body/ies (hereinafter “entity/ies”) transferring the personal data, as listed in Annex I.A. (hereinafter each “data exporter”), and
  - (ii) the entity/ies in a third country receiving the personal data from the data exporter, directly or indirectly via another entity also Party to these Clauses, as listed in Annex I.A. (hereinafter each “data importer”)
- have agreed to these standard contractual clauses (hereinafter: “**Clauses**”).
- (c) These Clauses apply with respect to the transfer of personal data as specified in Annex I.B.
- (d) The Appendix to these Clauses containing the Annexes referred to therein forms an integral part of these Clauses.

*Clause 2*

***Effect and invariability of the Clauses***

- (a) These Clauses set out appropriate safeguards, including enforceable data subject rights and effective legal remedies, pursuant to Article 46(1) and Article 46 (2)(c) of Regulation (EU) 2016/679 and, with respect to data transfers from controllers to processors and/or processors to processors, standard contractual clauses pursuant to Article 28(7) of Regulation (EU) 2016/679, provided they are not modified, except to select the appropriate Module(s) or to add or update information in the Appendix. This does not prevent the Parties from including the standard contractual clauses laid down in these Clauses in a wider contract and/or to add other clauses or additional safeguards, provided that they do not contradict, directly or indirectly, these Clauses or prejudice the fundamental rights or freedoms of data subjects.
- (b) These Clauses are without prejudice to obligations to which the data exporter is subject by virtue of Regulation (EU) 2016/679.

*Clause 3*  
***Third-party beneficiaries***

- (a) Data subjects may invoke and enforce these Clauses, as third-party beneficiaries, against the data exporter and/or data importer, with the following exceptions:
- (i) Clause 1, Clause 2, Clause 3, Clause 6, Clause 7;
  - (ii) Clause 8 - Clause 8.5 (e) and Clause 8.9(b);
  - (iii) Clause 12 - Clause 12(a) and (d);
  - (iv) Clause 13;
  - (v) Clause 15.1(c), (d) and (e);
  - (vi) Clause 16(e);
  - (vii) Clause 18 - Clause 18(a) and (b).
- (b) Paragraph (a) is without prejudice to rights of data subjects under Regulation (EU) 2016/679.

*Clause 4*  
***Interpretation***

- (a) Where these Clauses use terms that are defined in Regulation (EU) 2016/679, those terms shall have the same meaning as in that Regulation.
- (b) These Clauses shall be read and interpreted in the light of the provisions of Regulation (EU) 2016/679.
- (c) These Clauses shall not be interpreted in a way that conflicts with rights and obligations provided for in Regulation (EU) 2016/679.

*Clause 5*  
***Hierarchy***

In the event of a contradiction between these Clauses and the provisions of related agreements between the Parties, existing at the time these Clauses are agreed or entered into thereafter, these Clauses shall prevail.

*Clause 6*  
***Description of the transfer(s)***

The details of the transfer(s), and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred, are specified in Annex I.B.

*Clause 7 - Optional*  
***Docking clause***

- (a) An entity that is not a Party to these Clauses may, with the agreement of the Parties, accede to these Clauses at any time, either as a data exporter or as a data importer, by completing the Appendix and signing Annex I.A.

- (b) Once it has completed the Appendix and signed Annex I.A, the acceding entity shall become a Party to these Clauses and have the rights and obligations of a data exporter or data importer in accordance with its designation in Annex I.A.
- (c) The acceding entity shall have no rights or obligations arising under these Clauses from the period prior to becoming a Party.

## **SECTION II – OBLIGATIONS OF THE PARTIES**

### *Clause 8* ***Data protection safeguards***

The data exporter warrants that it has used reasonable efforts to determine that the data importer is able, through the implementation of appropriate technical and organisational measures, to satisfy its obligations under these Clauses.

#### **8.1 Purpose limitation**

The data importer shall process the personal data only for the specific purpose(s) of the transfer, as set out in Annex I.B. It may only process the personal data for another purpose:

- (i) where it has obtained the data subject's prior consent;
- (ii) where necessary for the establishment, exercise or defence of legal claims in the context of specific administrative, regulatory or judicial proceedings; or
- (iii) where necessary in order to protect the vital interests of the data subject or of another natural person.

#### **8.2 Transparency**

(a) In order to enable data subjects to effectively exercise their rights pursuant to Clause 10, the data importer shall inform them, either directly or through the data exporter:

- (i) of its identity and contact details;
- (ii) of the categories of personal data processed;
- (iii) of the right to obtain a copy of these Clauses;
- (iv) where it intends to onward transfer the personal data to any third party/ies, of the recipient or categories of recipients (as appropriate with a view to providing meaningful information), the purpose of such onward transfer and the ground therefore pursuant to Clause 8.7.

(b) Paragraph (a) shall not apply where the data subject already has the information, including when such information has already been provided by the data exporter, or providing the information proves impossible or would involve a disproportionate effort for the data importer. In the latter case, the data importer shall, to the extent possible, make the information publicly available.

(c) On request, the Parties shall make a copy of these Clauses, including the Appendix as completed by them, available to the data subject free of charge. To the extent necessary to protect business secrets or other confidential information, including personal data, the Parties may redact part of the text of the Appendix prior to sharing a copy, but shall provide a meaningful summary where the data subject would otherwise not be able to understand its content or exercise his/her rights. On request, the Parties shall provide the data subject with the reasons for the redactions, to the extent possible without revealing the redacted information.

(d) Paragraphs (a) to (c) are without prejudice to the obligations of the data exporter under Articles 13 and 14 of Regulation (EU) 2016/679.

### **8.3 Accuracy and data minimisation**

- (a) Each Party shall ensure that the personal data is accurate and, where necessary, kept up to date. The data importer shall take every reasonable step to ensure that personal data that is inaccurate, having regard to the purpose(s) of processing, is erased or rectified without delay.
- (b) If one of the Parties becomes aware that the personal data it has transferred or received is inaccurate, or has become outdated, it shall inform the other Party without undue delay.
- (c) The data importer shall ensure that the personal data is adequate, relevant and limited to what is necessary in relation to the purpose(s) of processing.

### **8.4 Storage limitation**

The data importer shall retain the personal data for no longer than necessary for the purpose(s) for which it is processed. It shall put in place appropriate technical or organisational measures to ensure compliance with this obligation, including erasure or anonymisation of the data and all back-ups at the end of the retention period.

### **8.5 Security of processing**

- (a) The data importer and, during transmission, also the data exporter shall implement appropriate technical and organisational measures to ensure the security of the personal data, including protection against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access (hereinafter “personal data breach”). In assessing the appropriate level of security, they shall take due account of the state of the art, the costs of implementation, the nature, scope, context and purpose(s) of processing and the risks involved in the processing for the data subject. The Parties shall in particular consider having recourse to encryption or pseudonymisation, including during transmission, where the purpose of processing can be fulfilled in that manner.
- (b) The Parties have agreed on the technical and organisational measures set out in Annex II. The data importer shall carry out regular checks to ensure that these measures continue to provide an appropriate level of security.
- (c) The data importer shall ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- (f) In the event of a personal data breach concerning personal data processed by the data importer under these Clauses, the data importer shall take appropriate measures to address the personal data breach, including measures to mitigate its possible adverse effects.
- (g) In case of a personal data breach that is likely to result in a risk to the rights and freedoms of natural persons, the data importer shall without undue delay notify both the data exporter and the competent supervisory authority pursuant to Clause 13. Such notification shall contain i) a description of the nature of the breach (including, where possible, categories and approximate number of data subjects and personal data records concerned), ii) its likely consequences, iii) the measures taken or proposed to address the breach, and iv) the details of a contact point from whom more information can be obtained. To the extent it is not possible for the data importer to provide all the information at the same time, it may do so in phases without undue further delay.
- (h) In case of a personal data breach that is likely to result in a high risk to the rights and freedoms of natural persons, the data importer shall also notify without undue delay the data subjects concerned of the personal data breach and its nature, if necessary in cooperation with the data

exporter, together with the information referred to in paragraph (e), points ii) to iv), unless the data importer has implemented measures to significantly reduce the risk to the rights or freedoms of natural persons, or notification would involve disproportionate efforts. In the latter case, the data importer shall instead issue a public communication or take a similar measure to inform the public of the personal data breach.

- (i) The data importer shall document all relevant facts relating to the personal data breach, including its effects and any remedial action taken, and keep a record thereof.

#### **8.6 Sensitive data**

Where the transfer involves personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, or biometric data for the purpose of uniquely identifying a natural person, data concerning health or a person's sex life or sexual orientation, or data relating to criminal convictions or offences (hereinafter "sensitive data"), the data importer shall apply specific restrictions and/or additional safeguards adapted to the specific nature of the data and the risks involved. This may include restricting the personnel permitted to access the personal data, additional security measures (such as pseudonymisation) and/or additional restrictions with respect to further disclosure.

#### **8.7 Onward transfers**

The data importer shall not disclose the personal data to a third party located outside the European Union (in the same country as the data importer or in another third country, hereinafter "onward transfer") unless the third party is or agrees to be bound by these Clauses, under the appropriate Module. Otherwise, an onward transfer by the data importer may only take place if:

- (a) it is to a country benefitting from an adequacy decision pursuant to Article 45 of Regulation (EU) 2016/679 that covers the onward transfer;
- (b) the third party otherwise ensures appropriate safeguards pursuant to Articles 46 or 47 of Regulation (EU) 2016/679 with respect to the processing in question;
- (c) the third party enters into a binding instrument with the data importer ensuring the same level of data protection as under these Clauses, and the data importer provides a copy of these safeguards to the data exporter;
- (d) it is necessary for the establishment, exercise or defence of legal claims in the context of specific administrative, regulatory or judicial proceedings;
- (e) it is necessary in order to protect the vital interests of the data subject or of another natural person; or
- (f) where none of the other conditions apply, the data importer has obtained the explicit consent of the data subject for an onward transfer in a specific situation, after having informed him/her of its purpose(s), the identity of the recipient and the possible risks of such transfer to him/her due to the lack of appropriate data protection safeguards. In this case, the data importer shall inform the data exporter and, at the request of the latter, shall transmit to it a copy of the information provided to the data subject.

Any onward transfer is subject to compliance by the data importer with all the other safeguards under these Clauses, in particular purpose limitation.

#### **8.8 Processing under the authority of the data importer**

The data importer shall ensure that any person acting under its authority, including a processor, processes the data only on its instructions.

#### **8.9 Documentation and compliance**

(a) Each Party shall be able to demonstrate compliance with its obligations under these Clauses. In particular, the data importer shall keep appropriate documentation of the processing activities carried out under its responsibility.

(b) The data importer shall make such documentation available to the competent supervisory authority on request.

*Clause 9*  
***Use of sub-processors***

*[Intentionally Omitted.]*

*Clause 10*  
***Data subject rights***

(a) The data importer, where relevant with the assistance of the data exporter, shall deal with any enquiries and requests it receives from a data subject relating to the processing of his/her personal data and the exercise of his/her rights under these Clauses without undue delay and at the latest within one month of the receipt of the enquiry or request. The data importer shall take appropriate measures to facilitate such enquiries, requests and the exercise of data subject rights. Any information provided to the data subject shall be in an intelligible and easily accessible form, using clear and plain language.

(b) In particular, upon request by the data subject the data importer shall, free of charge:

(i) provide confirmation to the data subject as to whether personal data concerning him/her is being processed and, where this is the case, a copy of the data relating to him/her and the information in Annex I; if personal data has been or will be onward transferred, provide information on recipients or categories of recipients (as appropriate with a view to providing meaningful information) to which the personal data has been or will be onward transferred, the purpose of such onward transfers and their ground pursuant to Clause 8.7; and provide information on the right to lodge a complaint with a supervisory authority in accordance with Clause 12(c)(i);

(ii) rectify inaccurate or incomplete data concerning the data subject;

(iii) erase personal data concerning the data subject if such data is being or has been processed in violation of any of these Clauses ensuring third-party beneficiary rights, or if the data subject withdraws the consent on which the processing is based.

(c) Where the data importer processes the personal data for direct marketing purposes, it shall cease processing for such purposes if the data subject objects to it.

(d) The data importer shall not make a decision based solely on the automated processing of the personal data transferred (hereinafter “automated decision”), which would produce legal effects concerning the data subject or similarly significantly affect him / her, unless with the explicit consent of the data subject or if authorised to do so under the laws of the country of destination, provided that such laws lays down suitable measures to safeguard the data subject’s rights and legitimate interests. In this case, the data importer shall, where necessary in cooperation with the data exporter:

(i) inform the data subject about the envisaged automated decision, the envisaged consequences and the logic involved; and

(ii) implement suitable safeguards, at least by enabling the data subject to contest the decision, express his/her point of view and obtain review by a human being.

- (e) Where requests from a data subject are excessive, in particular because of their repetitive character, the data importer may either charge a reasonable fee taking into account the administrative costs of granting the request or refuse to act on the request.
- (f) The data importer may refuse a data subject's request if such refusal is allowed under the laws of the country of destination and is necessary and proportionate in a democratic society to protect one of the objectives listed in Article 23(1) of Regulation (EU) 2016/679.
- (g) If the data importer intends to refuse a data subject's request, it shall inform the data subject of the reasons for the refusal and the possibility of lodging a complaint with the competent supervisory authority and/or seeking judicial redress.

*Clause 11*  
**Redress**

- (a) The data importer shall inform data subjects in a transparent and easily accessible format, through individual notice or on its website, of a contact point authorised to handle complaints. It shall deal promptly with any complaints it receives from a data subject.
- (b) In case of a dispute between a data subject and one of the Parties, as regards compliance with these Clauses, that Party shall use its best efforts to resolve the issue amicably in a timely fashion. The Parties shall keep each other informed about such disputes and, where appropriate, cooperate in resolving them.
- (c) Where the data subject invokes a third-party beneficiary right pursuant to Clause 3, the data importer shall accept the decision of the data subject to:
  - (i) lodge a complaint with the supervisory authority in the Member State of his/her habitual residence or place of work, or the competent supervisory authority pursuant to Clause 13;
  - (ii) refer the dispute to the competent courts within the meaning of Clause 18.
- (d) The Parties accept that the data subject may be represented by a not-for-profit body, organisation or association under the conditions set out in Article 80(1) of Regulation (EU) 2016/679.
- (e) The data importer shall abide by a decision that is binding under the applicable EU or Member State law.
- (f) The data importer agrees that the choice made by the data subject will not prejudice his/her substantive and procedural rights to seek remedies in accordance with applicable laws.

*Clause 12*  
**Liability**

- (a) Each Party shall be liable to the other Party/ies for any damages it causes the other Party/ies by any breach of these Clauses.
- (b) Each Party shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages that the Party causes the data subject by breaching the third-party beneficiary rights under these Clauses. This is without prejudice to the liability of the data exporter under Regulation (EU) 2016/679.
- (c) Where more than one Party is responsible for any damage caused to the data subject as a result of a breach of these Clauses, all responsible Parties shall be jointly and severally liable and the data subject is entitled to bring an action in court against any of these Parties.

- (d) The Parties agree that if one Party is held liable under paragraph (c), it shall be entitled to claim back from the other Party/ies that part of the compensation corresponding to its / their responsibility for the damage.
- (e) The data importer may not invoke the conduct of a processor or sub-processor to avoid its own liability.

*Clause 13*  
***Supervision***

- (a) The supervisory authority with responsibility for ensuring compliance by the data exporter with Regulation (EU) 2016/679 as regards the data transfer, as indicated in Annex I.C, shall act as competent supervisory authority.
- (b) The data importer agrees to submit itself to the jurisdiction of and cooperate with the competent supervisory authority in any procedures aimed at ensuring compliance with these Clauses. In particular, the data importer agrees to respond to enquiries, submit to audits and comply with the measures adopted by the supervisory authority, including remedial and compensatory measures. It shall provide the supervisory authority with written confirmation that the necessary actions have been taken.

**SECTION III – LOCAL LAWS AND OBLIGATIONS IN CASE OF ACCESS BY PUBLIC AUTHORITIES**

*Clause 14*  
***Local laws and practices affecting compliance with the Clauses***

- (a) The Parties warrant that they have no reason to believe that the laws and practices in the third country of destination applicable to the processing of the personal data by the data importer, including any requirements to disclose personal data or measures authorising access by public authorities, prevent the data importer from fulfilling its obligations under these Clauses. This is based on the understanding that laws and practices that respect the essence of the fundamental rights and freedoms and do not exceed what is necessary and proportionate in a democratic society to safeguard one of the objectives listed in Article 23(1) of Regulation (EU) 2016/679, are not in contradiction with these Clauses.
- (b) The Parties declare that in providing the warranty in paragraph (a), they have taken due account in particular of the following elements:
  - (i) the specific circumstances of the transfer, including the length of the processing chain, the number of actors involved and the transmission channels used; intended onward transfers; the type of recipient; the purpose of processing; the categories and format of the transferred personal data; the economic sector in which the transfer occurs; the storage location of the data transferred;
  - (ii) the laws and practices of the third country of destination – including those requiring the disclosure of data to public authorities or authorising access by such authorities – relevant in light of the specific circumstances of the transfer, and the applicable limitations and safeguards;
  - (iii) any relevant contractual, technical or organisational safeguards put in place to supplement the safeguards under these Clauses, including measures applied during transmission and to the processing of the personal data in the country of destination.
- (c) The data importer warrants that, in carrying out the assessment under paragraph (b), it has made its best efforts to provide the data exporter with relevant information and agrees that it will continue to cooperate with the data exporter in ensuring compliance with these Clauses.

- (d) The Parties agree to document the assessment under paragraph (b) and make it available to the competent supervisory authority on request.
- (e) The data importer agrees to notify the data exporter promptly if, after having agreed to these Clauses and for the duration of the contract, it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under paragraph (a), including following a change in the laws of the third country or a measure (such as a disclosure request) indicating an application of such laws in practice that is not in line with the requirements in paragraph (a).
- (f) Following a notification pursuant to paragraph (e), or if the data exporter otherwise has reason to believe that the data importer can no longer fulfil its obligations under these Clauses, the data exporter shall promptly identify appropriate measures (e.g. technical or organisational measures to ensure security and confidentiality) to be adopted by the data exporter and/or data importer to address the situation. The data exporter shall suspend the data transfer if it considers that no appropriate safeguards for such transfer can be ensured, or if instructed by the competent supervisory authority to do so. In this case, the data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses. If the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise. Where the contract is terminated pursuant to this Clause, Clause 16(d) and (e) shall apply.

*Clause 15*

***Obligations of the data importer in case of access by public authorities***

**15.1 Notification**

- (a) The data importer agrees to notify the data exporter and, where possible, the data subject promptly (if necessary with the help of the data exporter) if it:
  - (i) receives a legally binding request from a public authority, including judicial authorities, under the laws of the country of destination for the disclosure of personal data transferred pursuant to these Clauses; such notification shall include information about the personal data requested, the requesting authority, the legal basis for the request and the response provided; or
  - (ii) becomes aware of any direct access by public authorities to personal data transferred pursuant to these Clauses in accordance with the laws of the country of destination; such notification shall include all information available to the importer.
- (g) If the data importer is prohibited from notifying the data exporter and/or the data subject under the laws of the country of destination, the data importer agrees to use its best efforts to obtain a waiver of the prohibition, with a view to communicating as much information as possible, as soon as possible. The data importer agrees to document its best efforts in order to be able to demonstrate them on request of the data exporter.
- (h) Where permissible under the laws of the country of destination, the data importer agrees to provide the data exporter, at regular intervals for the duration of the contract, with as much relevant information as possible on the requests received (in particular, number of requests, type of data requested, requesting authority/ies, whether requests have been challenged and the outcome of such challenges, etc.).
- (i) The data importer agrees to preserve the information pursuant to paragraphs (a) to (c) for the duration of the contract and make it available to the competent supervisory authority on request.

- (j) Paragraphs (a) to (c) are without prejudice to the obligation of the data importer pursuant to Clause 14(e) and Clause 16 to inform the data exporter promptly where it is unable to comply with these Clauses.

## **15.2 Review of legality and data minimisation**

- (a) The data importer agrees to review the legality of the request for disclosure, in particular whether it remains within the powers granted to the requesting public authority, and to challenge the request if, after careful assessment, it concludes that there are reasonable grounds to consider that the request is unlawful under the laws of the country of destination, applicable obligations under international law and principles of international comity. The data importer shall, under the same conditions, pursue possibilities of appeal. When challenging a request, the data importer shall seek interim measures with a view to suspending the effects of the request until the competent judicial authority has decided on its merits. It shall not disclose the personal data requested until required to do so under the applicable procedural rules. These requirements are without prejudice to the obligations of the data importer under Clause 14(e).
- (k) The data importer agrees to document its legal assessment and any challenge to the request for disclosure and, to the extent permissible under the laws of the country of destination, make the documentation available to the data exporter. It shall also make it available to the competent supervisory authority on request.
- (l) The data importer agrees to provide the minimum amount of information permissible when responding to a request for disclosure, based on a reasonable interpretation of the request.

## **SECTION IV – FINAL PROVISIONS**

### *Clause 16*

#### ***Non-compliance with the Clauses and termination***

- (a) The data importer shall promptly inform the data exporter if it is unable to comply with these Clauses, for whatever reason.
- (b) In the event that the data importer is in breach of these Clauses or unable to comply with these Clauses, the data exporter shall suspend the transfer of personal data to the data importer until compliance is again ensured or the contract is terminated. This is without prejudice to Clause 14(f).
- (c) The data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses, where:
  - (i) the data exporter has suspended the transfer of personal data to the data importer pursuant to paragraph (b) and compliance with these Clauses is not restored within a reasonable time and in any event within one month of suspension;
  - (ii) the data importer is in substantial or persistent breach of these Clauses; or
  - (iii) the data importer fails to comply with a binding decision of a competent court or supervisory authority regarding its obligations under these Clauses.

In these cases, it shall inform the competent supervisory authority of such non-compliance. Where the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise.

- (b) Personal data that has been transferred prior to the termination of the contract pursuant to paragraph (c) shall at the choice of the data exporter immediately be returned to the data exporter or deleted in its entirety. The same shall apply to any copies of the data. The data importer shall certify the deletion of the data to the data exporter. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit the return or deletion of the transferred personal data, the data importer warrants that it will continue to ensure compliance with these Clauses and will only process the data to the extent and for as long as required under that local law.
- (c) Either Party may revoke its agreement to be bound by these Clauses where (i) the European Commission adopts a decision pursuant to Article 45(3) of Regulation (EU) 2016/679 that covers the transfer of personal data to which these Clauses apply; or (ii) Regulation (EU) 2016/679 becomes part of the legal framework of the country to which the personal data is transferred. This is without prejudice to other obligations applying to the processing in question under Regulation (EU) 2016/679.

### *Clause 17*

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

These Clauses shall be governed by the law of one of the EU Member States, provided such law allows for third-party beneficiary rights. The Parties agree that this shall be the law of Germany.

*Clause 18*  
***Choice of forum and jurisdiction***

- (a) Any dispute arising from these Clauses shall be resolved by the courts of an EU Member State.
- (b) The Parties agree that those shall be the courts of Germany.
- (c) A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of the Member State in which he/she has his/her habitual residence.
- (d) The Parties agree to submit themselves to the jurisdiction of such courts.

**ANNEX I**

**A. LIST OF PARTIES**

**Data exporter:**

Name:

Centogene N.V. a company organized under the laws of the Netherlands.

Address / registered office:

Amsterdam and registered with the Kamer von Koophandel (Netherlands) under 72822872

Contact person's name, position and contact details:

[\*\*\*], General Counsel, [\*\*\*]

Name and contact details of the data protection officer:

[\*\*\*], datenschutz nord GmbH, Konsul-Schmidt-Str. 88, 28217 Bremen

Signature and date:

*See signature page below*

Role (controller/processor):

Controller.

**Data importer(s):**

Name:

Genomics Innovations Company Limited, a limited liability company organized under the laws of the Kingdom of Saudi Arabia.

Address. / registered office:

Building No. 3936, 6651 Al Nakheel District, 12382 Riyadh, Kingdom of Saudi Arabia

Contact person's name, position and contact details:

[\*\*\*]

[\*\*\*]

Name and contact details of the data protection officer:

[\*\*\*]

[\*\*\*]

Signature and date:

*See signature page below*

Role (controller/processor):

Controller.

## **B. DESCRIPTION OF TRANSFER**

- access via IT systems
- via email (not sensitive data)

### C. COMPETENT SUPERVISORY AUTHORITY

Der Landesbeauftragte für Datenschutz und Informationsfreiheit Mecklenburg-Vorpommern, Werderstraße 74a, 19055 Schwerin, Germany,  
<https://www.datenschutz-mv.de>

**This Schedule 3 (Data Sharing Agreement) has been executed by the Parties on 27 November 2023.**

Signed by Kim Stratton for and on behalf of NV /s/ Kim Stratton

Signed by Miguel Coego for and on behalf of NV /s/ Miguel Coego

Signed by Jeremy Panacheril for and on behalf of Company /s/ Jeremy Panacheril

**ANNEX II - TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA**

See attached.

**Schedule 4**

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**Schedule 5**

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**GENOMICS INNOVATIONS COMPANY LIMITED**

**(“Company”)**

and

**CENTOGENE N.V.**

**(“NV”)**

dated 27 November 2023

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**TECHNOLOGY TRANSFER AND INTELLECTUAL PROPERTY LICENSE  
AGREEMENT**

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## TECHNOLOGY TRANSFER AND INTELLECTUAL PROPERTY LICENSE AGREEMENT

**THIS TECHNOLOGY TRANSFER AND INTELLECTUAL PROPERTY LICENSE AGREEMENT** (this “**IP Agreement**”) is dated 27 November 2023 (the “**Effective Date**”) and is entered into by and between:

- (1) **GENOMICS INNOVATIONS COMPANY LIMITED**, a company organized under the laws of the Kingdom of Saudi Arabia with a registered office at Building No. 3936, 6651 Al Nakheel District, 12382 Riyadh, Kingdom of Saudi Arabia (“**Company**”); and
- (2) **CENTOGENE N.V.**, a company organized under the laws of the Netherlands with a registered office at Am Strande 7, 18055 Rostock, Germany (“**NV**”).

Company and NV shall be referred to herein either individually as a “**Party**” or together as the “**Parties**”.

### WHEREAS:

- (A) NV and its Affiliates (as defined below) have developed and maintain certain laboratories and a biodatabank relating to patient samples collected in the ordinary course of its diagnostics business at a site located in Rostock, Germany (“**NV Facility**”);
- (B) Company and NV have entered into a Joint Venture Agreement dated 26 June 2023 (“**Joint Venture Agreement**”) for the establishment of Company and the operation of the KSA Facility in the Kingdom;
- (C) Company and NV have entered into a Laboratory Services Agreement dated 27 November 2023 (“**Laboratory Services Agreement**”) whereby NV or its Affiliates shall act as the exclusive provider of certain laboratory and diagnostic services to Company;
- (D) Company and NV have entered into a Consultancy Agreement dated 27 November 2023 (“**Consultancy Agreement**”) for the provision by NV and its Affiliates of certain consultancy services related to the construction and operation of the KSA Facility;
- (E) The Parties wish to enter into this IP Agreement to address the Parties’ respective rights with respect to certain Intellectual Property Rights that will be used in connection with the activities contemplated by the Consultancy Agreement and Laboratory Services Agreement; and
- (F) Company wishes to obtain from NV, and NV wishes to grant to Company, an exclusive license in the KSA to certain NV IPR (as defined below) for Company’s operation of the Business (as defined below) and establishment of the KSA Facility, on the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the foregoing premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

### 1. DEFINITIONS; INTERPRETATION

Capitalized terms used in this IP Agreement shall have the meanings given in Part 1 (*Definitions*) of Schedule 1 (*Defined Terms and Interpretation*). This IP Agreement shall be interpreted in accordance with Part 2 (*Interpretation*) of Schedule 1 (*Defined Terms and Interpretation*).

## 2. LICENSE GRANTS AND ASSOCIATED RIGHTS AND RESTRICTIONS

### 2.1 NV License Grants

2.1.1 Subject to the terms and conditions of this IP Agreement, NV hereby grants (and shall cause its Affiliates to grant) to Company:

- (a) an exclusive, perpetual (in accordance with the terms set forth in clause 9.3.2), non-sublicensable (other than as set forth in clause 2.3), non-transferable (other than as set forth in clause 15), royalty-bearing license to use the NV Technology, NV Know-How, NV Patents, in KSA, and solely for the purposes of:
  - (i) receiving the full benefit of services provided by NV under any Project Documents;
  - (ii) operating the KSA Facility and the Business (including in connection with any and all services and/or products marketed, promoted or provided by Company to its customers);
  - (iii) performing diagnostic testing services by Company in KSA by accessing and utilizing the NV Technology; and
  - (iv) accessing, viewing and Manipulating the NV Data and creating Company Derived Data, collectively (i)-(iv) (the “**Purpose**”);
- (b) an exclusive, perpetual (in accordance with the terms set forth in clause 9.3.2), irrevocable (other than as set forth in clause 9.3), non-sublicensable (other than as set forth in clause 2.3), non-transferable (other than as set forth in clause 15) license to use the NV Variant List as of the date that the KSA Facility is operational and updated thereafter during the Term solely in KSA and solely for the Purpose;
- (c) an exclusive, perpetual (in accordance with the terms set forth in clause 9.3.2), irrevocable (other than as set forth in clause 9.3), non-sublicensable (other than as set forth in clause 2.3), non-transferable (other than as set forth in clause 15) license to use the NV KSA Data solely in KSA and solely for the Purpose;
- (d) an exclusive, perpetual, irrevocable, royalty-free, fully paid-up, fully sublicensable (through multiple tiers of sublicenses), fully transferable, license to use the New NV IPR, solely in KSA and solely for the Purpose; and
- (e) an exclusive, limited, royalty-free, non-transferable, non-sublicensable (except as set forth in clause 2.3) and license to use the NV Trademarks solely in KSA and solely in connection with the Business for use on Business Materials and Promotional Materials for the duration of the Initial Term (unless earlier terminated in accordance with clause 9.2).

2.1.2 The license grants from NV in clause 2.1.1 shall be exclusive to Company in KSA and NV shall not grant to any Third Party a right to use the NV IPR in KSA. The Parties hereby acknowledge and agree that clause 10 (Restrictive Covenants) of the Joint Venture Agreement shall apply to this IP Agreement *mutatis mutandis*. In the event that Company is successful in securing any Material Opportunity, the Parties shall discuss in good faith,

for up to forty (40) Business Days, the terms of an agreement pursuant to which Company would obtain an exclusive license to use NV IPR in the Other GCC Member State that is the subject of such Material Opportunity in compliance with the terms set forth in the Joint Venture Agreement.

2.1.3 For the avoidance of doubt, Company's license to the NV Data under clauses 2.1.1(b) and 2.1.1(c) shall at all times be subject to any restrictions provided by Applicable Law, including, but not limited to, the informed consent form of each applicable data subject pursuant to Applicable Data Protection Laws. Company shall not be in breach of the license grant in clause 2.1.1(e) where it uses such NV Trademarks on any websites or digital materials outside of KSA so long as such use complies with Company's obligations under clause 10 (Restrictive Covenants) of the Joint Venture Agreement.

## 2.2 Company License Grant

2.2.1 Subject to the terms and conditions of this IP Agreement, Company hereby grants (and shall cause its Affiliates to grant) to NV and its Affiliates a non-exclusive, royalty-free, fully paid-up, non-sublicensable (other than as set forth in clause 2.3) and non-transferable (other than as set forth in clause 15) license to use the Company IPR (other than Company Data) in Germany and KSA, solely for the purposes of performing its obligations under the Laboratory Services Agreement and Consultancy Agreement, for the duration of the Term (unless earlier terminated in accordance with clause 9.2).

2.2.2 Company has collected, or will collect, Company Data and shall make such Company Data available to NV in order for NV to fulfil its obligations under the Laboratory Services Agreement. Subject to the terms and conditions of this IP Agreement, Company hereby grants (and shall cause its Affiliates to grant) to NV and its Affiliates a non-exclusive, royalty-free, fully paid-up, non-sublicensable (other than as set forth in clause 2.3), non-transferable (other than as set forth in clause 15) license to use the Company Data in Germany and KSA, for the duration of the Term (unless earlier terminated in accordance with clause 9.2) for the purposes of:

- (a) providing the Testing Services (as defined in the Laboratory Services Agreement) to Company under the Laboratory Services Agreement;
- (b) conducting internal research and development at the NV Facility; and
- (c) accessing, viewing and analyzing the Company Data and creating NV Derived Data

2.2.3 For the avoidance of doubt, NV's license to the Company Data under clause 2.2.2 shall at all times be subject to any restrictions provided by Applicable Law including, but not limited to, the informed consent form of each applicable data subject pursuant to Applicable Data Protection Laws.

## 2.3 Sublicenses

2.3.1 The Licensed Party may not sublicense any licenses granted to it under clauses 2.1.1(a), 2.1.1(b), 2.1.1(c), 2.1.1(e), 2.2.1 or 2.2.2, as applicable, to any Third Party without the prior written consent of the Licensing Party; *provided* that, Company may sublicense the NV IPR to Third Party service providers engaged pursuant to the terms of the Consultancy Agreement or Laboratory Services Agreement without prior written consent, solely to

allow such service providers to provide the services permitted under such agreement to Company.

2.3.2 In the event that the Licensing Party consents to the Licensed Party granting any such sublicense, the sublicense agreement shall be consistent with, and expressly made subject to, the terms and conditions of this IP Agreement. The Licensed Party shall be liable for any acts or omissions of its subcontractor or failure of any of its sublicensees to comply with this IP Agreement and the grant of any such sublicense shall not relieve such Licensed Party of its obligations under this IP Agreement. Except for any sublicenses granted by Company under clause 2.1.1(d), upon the expiration or earlier termination of this IP Agreement, any such sublicense agreements shall automatically terminate (and each sublicense agreement shall include terms notifying the sublicensee of and automatically effecting such termination). Any sublicense granted or attempted to be granted in contravention of the terms and conditions of this clause 2.3 shall be null and void.

#### 2.4 Third Party IPR

NV shall not incorporate into any NV deliverable under the Consultancy Agreement or Laboratory Services Agreement or otherwise provide Company with, any Intellectual Property Rights owned by a Third Party (the “**Third Party IPR**”) necessary for Company to receive the benefit of any Project Documents without first:

2.4.1 obtaining Company’s prior written consent; and

2.4.2 informing Company of the details and required uses for such Third Party IPR.

In the event Company requires a license to continue to use such Third Party IPR, NV shall use commercially reasonable efforts to assist Company in obtaining a license to such Third Party IPR, at Company’s sole cost and expense (including the payments of any royalties, fees or other amounts under such license).

#### 2.5 Rights Disclaimer

Except as otherwise expressly set forth in this IP Agreement, none of the Parties or their Affiliates shall acquire under this IP Agreement any license or other right, title or interest, by implication, estoppel or otherwise, under any Intellectual Property Rights of the other Party or such other Party’s Affiliates.

### 3. TECHNOLOGY TRANSFER AND USE OF DATA

3.1 NV shall provide Company with copies of the NV Technology, NV Data and NV Know-How in accordance with the timelines set forth on Schedule 2 (*Scope of Services*) of the Consultancy Agreement (and any other Project Documents) unless otherwise mutually agreed by the Parties in writing.

3.2 For the avoidance of doubt, any transfer of NV Data to Company or Company Data to NV under any Project Documents shall only be performed to the extent permissible under all Applicable Laws and any applicable consents from data subjects pursuant to Applicable Data Protection Laws including, but not limited to, the Data Sharing Agreement in the Laboratory Services Agreement.

3.3 Company shall accept such transfer of the copies of NV Technology, NV Data and NV Know-How as soon as practicable, including by designating representatives to serve as recipients of such NV Technology and NV Know-How.

- 3.4 During the Term, NV shall notify Company of any new, or Improvements to, NV Technology or NV Know-How (including any New NV IPR), or any NV Technology or NV Know-How not previously transferred to Company, which, in each case, are necessary to provide the services under the Project Documents and, at Company's written request, NV shall either promptly transfer copies of such NV Technology or NV Know-How to Company and/or update Schedule 2 (*Scope of Services*) of the Consultancy Agreement or the relevant Project Documents to reflect the reasonable timeline for such transfer, which shall be mutually agreed by the Parties in writing.
- 3.5 NV shall provide reasonable training and assistance to Company in relation to the technology transfer as set forth in the Laboratory Services Agreement and Consultancy Agreement or, if not set forth therein, only as mutually agreed to by the Parties in writing.

#### 4. INTELLECTUAL PROPERTY OWNERSHIP, PROTECTION AND ENFORCEMENT

##### 4.1 Intellectual Property Ownership

###### 4.1.1 Company Background IPR and NV Background IPR

As between the Parties, and subject to the licenses granted under this IP Agreement, NV solely and exclusively owns, and shall continue to solely and exclusively own, the entire right, title, and interest in and to any and all NV Background IPR, and Company shall solely and exclusively own the entire right, title, and interest in and to any and all Company Background IPR.

###### 4.1.2 New IPR

Subject to the license grants and other rights herein, as between the Parties:

- (a) NV shall solely and exclusively own and retain all right, title and interest in and to any and all New IPR that is conceived, discovered, developed, reduced to practice or otherwise made solely by or on behalf of NV (or its Affiliates or its or their sublicensees or personnel) under any of the Project Documents, including any NV Derived Data (the "**New NV IPR**");
- (b) Company shall solely and exclusively own and retain all right, title and interest in and to any and all New IPR that is conceived, discovered, developed, reduced to practice or otherwise made solely by or on behalf of Company (or its Affiliates or its or their sublicensees or personnel and any NV secondees during the course of their secondment from NV at the KSA Facility (the "**NV Secondees**")) under any of the Project Documents, including any Company Derived Data and Company Data ("**New Company IPR**");
- (c) After Company and NV have notified each other in relation to the selection of any NV Secondees as a condition precedent to the start of any secondment under the Consultancy Agreement, the relevant NV Secondee shall execute, and NV shall use commercially reasonable efforts to secure such execution of, an Acknowledgment and Undertaking materially in the form of Schedule 5 (*Acknowledgement and Undertaking*). In the event of any conflict between the provisions of this IP Agreement and the provisions of any Acknowledgment and Undertaking, the provisions of the Acknowledgment and Undertaking shall prevail; and

- (d) While the Parties do not anticipate the creation of New IPR that is jointly created under the Project Documents, the Parties shall jointly own all right, title and interest in and to any and all New IPR that is conceived, discovered, developed, reduced to practice or otherwise made jointly by or on behalf of both Parties (or its Affiliates or its or their permitted sublicensees or personnel) under the Project Documents during the Term; that does not constitute New NV IPR or New Company IPR and is not related to any further commercial or non-operational activities of the KSA Facility (“**Joint IPR**”). Each Party shall have an equal and undivided joint ownership interest in and to the Joint IPR. Each Party will exercise its ownership rights in and to such Joint IPR, including the right to license and sublicense or otherwise to exploit, transfer or Encumber its ownership interest, without an accounting or obligation to, or consent required from, the other Party.

#### 4.2 Assignment

- 4.2.1 NV, on behalf of itself and its Affiliates, and together with their respective officers, directors, employees, contractors, advisors and agents, hereby assigns to Company, any and all rights that it or they may have or acquire with respect to all Company IPR and take any such action as is reasonably required by Company to effect such assignment.
- 4.2.2 Company, on behalf of itself and its Affiliates, and together with their respective officers, directors, employees, contractors, advisors and agents, hereby assigns to NV, any and all rights that it or they may have or acquire with respect to all NV IPR and take any such action as is reasonably required by NV to effect such assignment. For the avoidance of doubt, Company shall own all Intellectual Property Rights created or developed solely by an NV Seconded during the course of such NV Seconded’s secondment under the Consultancy Agreement.
- 4.2.3 NV hereby assigns to Company all Intellectual Property Rights created or developed solely by the NV Seconded in the course of their secondment and all materials embodying such rights to the fullest extent permitted by Applicable Law, and will at Company’s reasonable request and at Company’s sole cost and expense provide those materials and execute all further documentation necessary to effect and confirm Company’s ownership of those rights.
- 4.2.4 NV shall use commercially reasonable efforts to cause the NV Seconded to assign to NV in writing all Intellectual Property Rights that will be created by NV Seconded during the course of their secondment under the Consultancy Agreement to the fullest extent permissible by Applicable Law by executing the Acknowledgement and Undertaking set forth in Schedule 5 (*Acknowledgement and Undertaking*) and NV shall provide to Company promptly such document.
- 4.2.5 Each Party, for itself and on behalf of its Affiliates, and together with their respective officers, directors, employees, contractors, advisors and agents, hereby assigns to the other Party an equal and undivided joint ownership interest in and to all Joint IPR to be held in accordance with clause 4.1.2(d).

#### 4.3 Protection, Maintenance and Enforcement

- 4.3.1 NV shall not assign or grant any rights under any NV Technology in a manner inconsistent with the licenses granted in this IP Agreement.

- 4.3.2 NV shall determine in its sole discretion how to, and shall have the sole right (but not the obligation) to, protect, register, maintain, enforce and defend the NV IPR.
- 4.3.3 Company shall determine in its sole discretion how to, and shall have the sole right (but not the obligation) to, protect, register, maintain, enforce and defend the Company IPR.
- 4.3.4 The Parties shall jointly determine how to protect, register, maintain, enforce and defend the Joint IPR. The Parties will work together in good faith to develop an agreement regarding the protection, maintenance, enforcement and prosecution of any Joint IPR and will take any and all other reasonable and necessary actions related to the protection, maintenance, enforcement and prosecution of the Joint IPR. However, in the event that NV and Company are unable to agree on such prosecution strategy within six (6) months of such Joint IPR being developed, Company shall have the final decision-making authority with respect to the prosecution strategy and NV waives any claims that it may have against Company or otherwise with respect to Company's decision(s) or the result(s) thereof.

#### 4.4 Notice of Infringement

The Licensed Party shall give the Licensing Party prompt written notice of:

- 4.4.1 any actual or suspected infringement, misappropriation or other violation of the Intellectual Property Rights licensed to the Licensed Party under clause 2.1 or 2.2; or
- 4.4.2 any assertion by a Third Party that the use of any Intellectual Property Rights licensed to the Licensed Party under clause 2.1 or 2.2 infringes, misappropriates or otherwise violates such Third Party's Intellectual Property Rights, together with a summary of any relevant evidence or additional information relating to the alleged infringement, misappropriation or other violation. In the event either Party brings a suit or takes any other action in accordance with clause 4.3, the other Party shall cooperate fully, including, if required to bring and maintain such action, being named as a party to such action.

### 5. PAYMENTS

- 5.1 In consideration for NV's grant of the rights and licenses to Company hereunder, Company shall pay a one-time, non-refundable and non-creditable payment of forty million Saudi Arabian Riyals (SAR 40,000,000.00) to NV upon the Effective Date.
- 5.2 During the Royalty Term, in consideration for NV's grant of the rights and licenses to Company hereunder, Company shall make non-refundable, non-creditable royalty payments to NV in an amount equal to two and a half percent (2.5%) of Company's Net Revenue (the "**Royalty Fee**").
- 5.3 Royalty Term

The Royalty Fee shall be payable for a period commencing as of the sixth (6<sup>th</sup>) anniversary of the date of incorporation of Company and expiring on the tenth (10<sup>th</sup>) anniversary of the Effective Date ("**Royalty Term**") (it being understood that, notwithstanding anything in this IP Agreement to the contrary, Company's obligation to pay the Royalty Fee pursuant to this clause 5.3 shall survive the expiration or earlier termination of this IP Agreement). Upon the expiration of the Royalty Term, the license grants to Company under clause 2.1 will become fully-paid and royalty-free with respect to KSA during the Term.

## 5.4 Payment Terms

- 5.4.1 Within thirty (30) Business Days after the end of each Calendar Quarter, commencing with the sixth anniversary of the date of incorporation of Company, Company shall:
- (a) provide NV with a report that states Company's Net Revenue for such Calendar Quarter; and
  - (b) remit payment to NV of the applicable royalty payment shown to be due in such report.
- 5.4.2 All payments from Company to NV under this IP Agreement shall be payable in Saudi Arabian Riyals (SAR), which shall be paid by wire transfer in immediately available funds into such bank account nominated by NV to Company in writing prior to the relevant payment within sixty (60) Business Days of the end of the Calendar Quarter. Company shall be liable for all bank charges relating to such wire transfers.
- 5.4.3 If any undisputed payment due to NV under this IP Agreement is not paid by the applicable due date, NV may charge Company interest on any outstanding amount of such payment, accruing as of the original due date, at an annual rate equal to the prime rate (as reported in The Wall Street Journal (U.S. edition)) plus one percentage point (1%) or the maximum rate allowable by Applicable Law, whichever is less.

## 5.5 Records and Audit

- 5.5.1 Company shall maintain complete and accurate records in sufficient detail to permit NV to confirm the accuracy of any and all royalty payments payable by Company hereunder.
- 5.5.2 For a period of three (3) years from the end of the calendar year to which such records pertain, such records shall be open for examination upon NV's provision of at least thirty (30) days' prior notice, such examination to be conducted during regular business hours, and not more often than once each calendar year, by a nationally recognized independent certified public accountant selected by Company and reasonably acceptable to NV, for the sole purpose of verifying for NV the accuracy of the royalty reports provided by Company under this IP Agreement.
- 5.5.3 Such independent certified public accountant shall be bound by confidentiality and non-use obligations to reasonable satisfaction of Company that limit disclosure to whether an underpayment or overpayment has occurred, and, if so, the value of such underpayment or overpayment. Company and NV will be entitled to receive a full written report of such independent certified public accountant with respect to its findings and NV will provide, without condition or qualification, Company with a copy of the report, or other summary of findings, prepared by such independent certified public accountant promptly following NV's receipt of same.
- 5.5.4 NV shall bear the cost of such audit unless such audit reveals an underpayment by Company of more than five percent (5%) of the amount actually due for the time period being audited, in which case Company shall reimburse NV for the costs of such audit. Company shall pay to NV any underpayment discovered by such audit within thirty (30) days after the independent certified public accountant's report, plus interest (as set forth in clause 5.4.3) from the original due date. If the audit reveals an overpayment by Company, then Company may take a credit for such overpayment or offset against any future payments due to NV (it being understood that if there will be no future payment

due, then NV shall refund such amount to Company within thirty (30) days after the date of the audit). For the avoidance of doubt, any set-off shall not impact the obligations of a Party under clause 6.

## 6. TAXES

- 6.1 Without prejudice to the generality of clause 6.2 below, the amounts payable in accordance with this IP Agreement shall be exclusive of any additional Taxes, levies or fees that may apply. Any such Taxes, levies or fees shall be payable in addition to, and at the same time and in the same manner as, the payments against provision by NV to Company of an invoice for the same *provided*, that Company shall only be responsible for withholding taxes if NV does not have a permanent establishment in KSA. Any additional Taxes shall not include any taxes, levies or fees applicable to NV for a taxable presence in KSA relating to a permanent establishment for corporation income tax. Any Taxes relating to the permanent establishment of NV shall be solely borne by NV and not Company.
- 6.2 All amounts, monetary or otherwise, expressed under this IP Agreement which (in whole or in part) constitute the consideration for any supply for VAT purposes by NV are deemed to be exclusive of any VAT which is chargeable on that supply, and accordingly if VAT is or becomes chargeable on any supply made by NV to any Party under this IP Agreement and NV is required to account to the relevant tax authority for VAT on that supply, Company must pay to NV (in addition to and at the same time as paying any other consideration, or at the point the VAT becomes due to be paid or accounted for by NV if earlier) an amount equal to the amount of that VAT (and NV must promptly provide an appropriate VAT invoice to Company where so required to by Applicable Law). In this clause 6.2, references to “NV” shall include reference to a relevant Affiliate of NV.
- 6.3 In relation to any supply made by NV (or a relevant Affiliate) to Company under this IP Agreement, if reasonably requested by Company, NV must promptly provide Company with details of NV’s (or the relevant Affiliate’s) VAT registration and such other information as is reasonably requested in connection with Company’s VAT reporting requirements in relation to such supply.
- 6.4 The following provisions shall apply should any payment from Company to NV be subject by Applicable Law to any deduction or withholding on account of Tax:
- 6.4.1 The Tax Deduction will be made in the minimum amount permitted by Applicable Law and Company shall account to the relevant tax authority for the same, in full and within all applicable time limits; *provided* that any late payment fees or penalties associated with Company’s failure to comply with this clause 6.4.1 shall be borne solely by Company.
- 6.4.2 Company shall provide evidence, reasonably satisfactory to NV, of the Tax Deduction and any relevant payment to a tax authority on written request from NV to Company.
- 6.4.3 NV shall (or shall procure that a relevant Affiliate shall), on written request from Company, provide a declaration of Tax residence on the prescribed forms and obtain certification by the relevant taxation authority in order to confirm the applicability and availability of any reduced rate of withholding on account of Tax, pursuant to the provisions of any relevant double taxation treaties or otherwise.
- 6.4.4 If a Tax Deduction is required by Applicable Law to be made by Company in relation to any payment under this IP Agreement, the amount of the payment due from Company shall be increased to an amount which (after making any Tax Deduction) leaves an

amount equal to the payment which would have been received if no Tax Deduction had been required.

- 6.4.5 If Company has been obliged to make an increased payment under clause 6.4.4 in respect of a Tax Deduction and NV determines that:
- (a) a Tax Credit is attributable to that payment, or to the relevant Tax Deduction; and
  - (b) that NV (or a relevant Affiliate) has obtained and utilized that Tax Credit,

then NV shall pay to Company an amount (or procure the payment by the relevant Affiliate of an amount to Company) which NV determines will leave it (or the relevant Affiliate), after that payment, in the same after-Tax position as it would have been had no increased payment under clause 6.4.4 been required to be made by Company.

- 6.4.6 Company shall report and pay VAT directly to the relevant KSA tax authority to the extent that the amounts charged by NV to Company under this IP Agreement are subject to VAT under the Applicable Laws of KSA. Notwithstanding any other provision of this clause 6 or this IP Agreement, in relation to any Taxes that NV may incur related to the registration of NV as a permanent establishment in KSA, NV shall notify Company of such Taxes, comply with any requirements under Applicable Law and follow all necessary compliance and registration requirements. NV shall bear any associated costs including any Taxes, fines or penalties from a Governmental Authority, or Regulatory Authority.

## 7. CONFIDENTIAL INFORMATION

- 7.1 Each Party (the “**Recipient**”) acknowledges that it may receive Confidential Information that has been created, discovered or developed by the other Party (the “**Provider**”).

- 7.2 The Recipient undertakes to the Provider to:

- 7.2.1 hold all Confidential Information which it obtains in relation to this IP Agreement in strict confidence and will take all necessary measures to preserve the confidentiality of the Confidential Information;
- 7.2.2 not disclose, or authorize the disclosure of, Confidential Information to any Third Party other than pursuant to clauses 7.3 or 7.5;
- 7.2.3 not use, or authorize anyone to use, Confidential Information for any purpose other than the performance of its obligations pursuant to this IP Agreement, or the exercise of its rights or receipt of any benefits under this IP Agreement; and
- 7.2.4 promptly notify the Provider of any suspected or actual unauthorized use or disclosure of Confidential Information for which the Recipient is responsible and of which the Recipient becomes aware and promptly take all commercially reasonable efforts that Recipient may require in order to prevent, stop or remedy the unauthorized use or disclosure.

- 7.3 The Recipient may disclose Confidential Information to its Affiliates and its and their respective officers, directors, employees, contractors, advisors and auditors, but only to the extent, and *provided*, that such persons:

- 7.3.1 need to know the Confidential Information disclosed to them;

- 7.3.2 have been informed of the confidential nature of the Confidential Information and the purpose for which it may be lawfully used; and
- 7.3.3 comply with the terms of this clause 7 of this IP Agreement in respect of the Confidential Information disclosed to them.
- 7.4 Clause 7.1 shall not apply to Confidential Information to the extent that:
- 7.4.1 such Confidential Information has been placed in the public domain other than through the fault of the Recipient;
- 7.4.2 such Confidential Information was at the time of receipt, publicly available;
- 7.4.3 such Confidential Information has been independently developed without reference to the Confidential Information, as established by independent evidence; or
- 7.4.4 the Provider has approved in writing the particular use or disclosure of the Confidential Information.
- 7.5 The Recipient also may disclose Confidential Information if, and solely to the extent that, it is required to do so by any Governmental Authority or Regulator or otherwise as required by Applicable Law. Where Recipient is required to disclose Confidential Information relating to itself in accordance with this clause 7.5, it shall:
- 7.5.1 to the extent that it is able to do so and is not prohibited by Applicable Law, notify the Provider in writing as soon as practicable upon becoming aware of the obligation to disclose, prior to such disclosure; and
- 7.5.2 to the extent it is able to do so, cooperate with the Provider in avoiding or limiting the disclosure to that portion of the Confidential Information which it is legally required to furnish and obtaining assurances as to confidentiality from the body to whom the Confidential Information is to be disclosed.
- 7.6 Subject to the express provision of this clause 7, each Party shall maintain and shall procure that its Affiliates and contractors maintain the confidentiality of the existence, terms of the negotiations between the Parties and of this IP Agreement, and of the services provided pursuant to this IP Agreement and any other Project Document. Each Party shall not, and shall procure that each of its Affiliates and contractors and subcontractors shall not, issue any press release or other public statement relating to the existence or content of this IP Agreement or any other Project Document without the prior written approval of the other Party.
- 7.7 Subject to requirements under Applicable Law, the obligations with respect to Confidential Information shall survive the termination or expiry of this IP Agreement.
- 8. REPRESENTATIONS, WARRANTIES, INDEMNITIES AND LIMITATION OF LIABILITY**
- 8.1 Mutual Representations and Warranties
- Each of Company and NV represent and warrant that:
- 8.1.1 it has the full power and authority to enter into this IP Agreement and to carry out its obligations hereunder;

- 8.1.2 it is duly organized, validly existing, and in good standing as a corporation or other entity as represented herein under the Applicable Laws of its jurisdiction of incorporation or organization;
- 8.1.3 it shall comply in all material aspects with all Applicable Laws in the course of performing its obligations and exercising its rights under this IP Agreement;
- 8.1.4 the execution of this IP Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary action of the Party; and
- 8.1.5 when executed and delivered by such Party, this IP Agreement shall constitute the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.

## 8.2 Additional Representations, Warranties and Undertakings of NV

NV represents, warrants, and undertakes (as applicable) to Company that, as of the Effective Date:

- 8.2.1 NV and its Affiliates solely own the entire right, title and interest in and to the NV Technology, NV Patents, NV Know-How and NV Trademarks or NV Data to the extent such data is owned by NV;
- 8.2.2 other than as disclosed on Schedule 3 (*Permitted Encumbrances*), NV and its Affiliates have not previously assigned, transferred, conveyed or otherwise Encumbered its right, title and interest in such NV IPR in a manner that would prevent NV from granting Company the rights granted under this IP Agreement;
- 8.2.3 NV and its Affiliates have not granted and will not grant any license or right in the NV IPR that is inconsistent with the licenses and rights granted to Company and its Affiliates under this IP Agreement in any material respect;
- 8.2.4 NV is not a party to any agreement that would materially prevent it from granting the rights granted to Company under this IP Agreement or performing its obligations under this IP Agreement;
- 8.2.5 NV and its Affiliates have not received any written notice from any Third Party asserting or alleging that any NV IPR or the exploitation thereof infringes or misappropriates the Intellectual Property Rights of such Third Party, and to NV's actual knowledge, without any duty of inquiry, the permitted use of the NV IPR pursuant to this IP Agreement has not infringed or misappropriated and will not infringe or misappropriate the Intellectual Property Rights of any Third Party;
- 8.2.6 Other than as disclosed on Schedule 4 (*NV IPR Claims*), as of the Effective Date, there are no pending, and NV and its Affiliates have not received written notice threatening, adverse actions, suits, proceedings, or claims against NV or its Affiliates involving any NV IPR;
- 8.2.7 to NV's knowledge, no Third Party has or is engaged in any unauthorized use, infringement or misappropriation of any NV IPR;
- 8.2.8 to NV's knowledge, all NV Patents are subsisting and in good standing; being diligently prosecuted in applicable patent offices in accordance with Applicable Law; have been filed and maintained properly and correctly and all issued NV Patents are valid and enforceable;

- 8.2.9 all material regulatory filings, regulatory approvals and other material correspondence with Regulatory Authorities in the KSA relating to any NV IPR is accurate, complete and true in all material respects;
- 8.2.10 NV and its Affiliates have conducted all research and development of NV Technology in accordance with all Applicable Laws; and
- 8.2.11 all regulatory filings or regulatory approvals filed by NV or its Affiliates with respect to NV Technology have been true and accurate in all material respects;

### 8.3 Indemnification

- 8.3.1 NV shall defend, indemnify and hold harmless Company and its respective employees, personnel, consultants, agents, contractors and subcontractors (each a “**Company Indemnitee**”) during the Term and, solely to the extent arising within the applicable statute of limitations period allowed under Applicable Law, thereafter, in respect of any Indemnified Losses to the extent the same are assessed against, or incurred by, a Company Indemnitee in respect of, the following:
- (a) NV’s gross negligence, fraud or Willful Misconduct;
  - (b) any allegation that Company’s use of NV IPR in accordance with the terms and conditions of this IP Agreement infringe any Third Party IPR; *provided* that in no event shall NV be obligated to indemnify any Company Indemnitee for any Indemnified Losses to the extent relating to any alteration or modification of the NV IPR by or on behalf of any Company Indemnitee or any combination of any NV IPR with any other products, technology or other Intellectual Property Rights; *provided further* that NV has not provided written instructions to Company to make such alterations or modifications;
  - (c) use of any Company Data in violation of the terms of this IP Agreement or Applicable Law;
  - (d) material breach of this IP Agreement; or
  - (e) the violation of Applicable Law.
- 8.3.2 Company shall defend, indemnify and hold harmless NV and its respective employees, personnel, consultants, agents, contractors and subcontractors (each a “**NV Indemnitee**”) during the Term and, solely to the extent arising within the applicable statute of limitations period allowed under Applicable Law, thereafter, in respect of any Indemnified Losses to the extent the same are assessed against, or incurred by, a NV Indemnitee in respect of the following:
- (a) Company’s gross negligence, fraud or Willful Misconduct;
  - (b) any allegation that NV’s use of Company IPR in accordance with the terms and conditions of this IP Agreement infringe any Third Party Intellectual Property Rights; *provided* that in no event shall Company be obligated to indemnify any NV Indemnitee for any Indemnified Losses to the extent relating to any alteration or modification of the Company IPR by or on behalf of any NV Indemnitee or any combination of any Company IPR with any other products, technology or other

- (c) Intellectual Property Rights; *provided further* that Company has not provided written instructions to NV to make such alterations or modifications;
- (d) use of any NV Data in violation of the terms of this IP Agreement or Applicable Law;
- (e) material breach of this IP Agreement; or
- (f) the violation of Applicable Law.

8.3.3 For the purpose of interpreting clause 8.3, reference to an act or omission of a Party shall also include relevant acts or omissions of the applicable Party's personnel, Affiliates, subcontractors and their relevant personnel.

8.3.4 The provisions of clause 13.5 of the Laboratory Services Agreement shall govern the procedure for indemnification claims under this IP Agreement.

8.3.5 This clause 8.3 shall remain in full force and effect notwithstanding any termination or expiry of this IP Agreement.

8.3.6 Notwithstanding anything to the contrary, in no event shall Company be entitled to recover from NV under both this IP Agreement and any other Project Document for the same Losses.

#### 8.4 Limitation on Liability

8.4.1 In no event shall either Party have any liability under this IP Agreement for any Losses, whether based on an action or claim in contract, tort (including negligence), breach of statutory duty or otherwise that exceed in the aggregate ten million Euros (€10,000,000.00).

8.4.2 Subject to clause 8.4.3, in no event shall either Party have any liability under this IP Agreement for:

- (a) any punitive, exemplary, incidental, special, indirect or consequential loss or damages; or
- (b) any direct or indirect:
  - (i) loss of profits, contract, income, or revenue;
  - (ii) cost of cover;
  - (iii) business interruption or downtime;
  - (iv) loss of the use of money or failure to realize anticipated savings; or
  - (v) loss of opportunity, goodwill or reputation.

8.4.3 Nothing in this IP Agreement shall exclude or limit the liability of any Party for:

- (a) fraud (including fraudulent misrepresentation);
- (b) death or personal injury caused by a Party's gross negligence;

- (c) a Party's Willful Misconduct or gross negligence;
- (d) a breach of clause 7;
- (e) the indemnity in clause 8.3 (other than any Losses arising out of any breach by either Party of the representations and warranties contained in clauses (i) 8.1 and 8.2; or (ii) 8.3.1(b) or 8.3.2(b), in each case, which Losses shall be subject to the limitation of liability set forth in clause 8.4); or
- (f) any other liability which cannot be excluded or limited by Applicable Law.

8.4.4 Each Party acknowledges its general duty to reasonably mitigate any Losses incurred in relation to this IP Agreement and, in any case, each Party shall reasonably mitigate any Losses incurred by it in relation to this IP Agreement.

8.4.5 Except as expressly stated in clause 8.1 and 8.2, no Party has made and nor makes any promises, covenants, guarantees, representations or warranties of any nature, directly or indirectly, express, statutory or implied, including without limitation, merchantability or fitness for a particular purpose, suitability, durability, condition, quality or any other characteristic of any Technology, Intellectual Property Rights or data licensed pursuant to this IP Agreement.

## 9. TERM AND TERMINATION

### 9.1 Term

This IP Agreement shall be in full force and effect beginning on the Effective Date and continue for a period of ten (10) years unless terminated in the manner set forth in clause 9.2 below (such period, the "**Initial Term**"). The Initial Term shall automatically renew for successive one-year terms (each a "**Renewal Term**") unless or until either Party notifies the other Party in writing of its intention not to renew no less than ninety (90) calendar days prior the expiration of the Initial Term or then-current Renewal Term or this IP Agreement is otherwise terminated pursuant to clause 9.2 below (the Initial Term and any Renewal Terms, the "**Term**").

### 9.2 Termination

This IP Agreement may be terminated upon the occurrence of any of the following events:

- 9.2.1 Company may terminate this IP Agreement for any reason by giving nine (9) months' prior written notice to NV; *provided* that Company may not send any notice terminating this IP Agreement pursuant to this clause 9.2.1 prior to two and a half (2.5) years from the Effective Date, it being understood that Company's obligations to pay the Royalty Fees set forth in clause 5.2 shall survive any such termination for convenience in accordance with clause 5.3).
- 9.2.2 This IP Agreement shall terminate automatically upon termination of the Joint Venture Agreement.
- 9.2.3 Either Party may terminate this IP Agreement in the event the other Party is in material breach of any of its obligations under this IP Agreement and either that breach is not capable of remedy or, if the breach is capable of remedy, the breaching Party has failed to remedy such breach within sixty (60) days (unless a shorter remedy period applies hereunder) after receiving written notice requiring it to remedy the relevant breach; *provided* that, no event of default shall be deemed to have occurred hereunder if such

breach cannot reasonably be remedied within such sixty (60) day period and the breaching Party has commenced and is diligently pursuing such remedy within such sixty (60) day period, in which case the breaching Party shall have an additional period of time (not to exceed one hundred and twenty (120) days after receipt of written notice of such default) to remedy such default and the non-breaching Party may not terminate this IP Agreement during such period.

- 9.2.4 Notwithstanding clause 9.2.3, NV may terminate this IP Agreement if Company fails to pay any undisputed amounts due under this IP Agreement within thirty (30) Business Days of written demand by Formal Notice to Company for such payment or Company fails to pay any disputed amount within thirty (30) Business Days of such disputed payments being agreed.
- 9.2.5 NV may terminate this IP Agreement if NV Abandons (as defined in the relevant Project Document) the provision of services under the Project Documents and NV has failed to remedy such Abandonment within forty-five (45) days after receiving written notice requiring it to remedy such Abandonment.
- 9.2.6 Company may terminate this IP Agreement if there is an NV Change of Control (as defined in the Joint Venture Agreement).
- 9.2.7 Either Party may terminate this IP Agreement with immediate effect by written notice to the defaulting Party if:
- (a) the defaulting Party is unable to pay its debts as they fall due or an order is made or a resolution passed for the administration, winding-up or dissolution of the defaulting Party (other than for the purposes of a solvent amalgamation or reconstruction) or an administrative or other receiver, manager, liquidator, administrator, trustee or similar officer is appointed over all or any substantial part of the assets of the defaulting Party; or
  - (b) the defaulting Party enters into or into or proposes any composition or arrangement with its creditors generally or anything analogous to the foregoing occurs.

### 9.3 Effect of Termination

- 9.3.1 Upon termination or expiration of this IP Agreement, all rights and obligations of the Parties under this IP Agreement immediately cease (including, for the avoidance of doubt, any license grants, including the licenses granted under clauses 2.1 and 2.2); *provided* that:
- (a) the provisions surviving pursuant to clause 9.5 shall continue; and
  - (b) Company may continue to use the NV Trademarks for the Transition Period set forth in and otherwise in accordance with clause 9.3.6.
- 9.3.2 Notwithstanding anything to the contrary herein, other than in the event of termination by NV pursuant to clause 9.2.3, 9.2.4 or 9.2.7 whereby the Parties shall meet in good faith to discuss the terms of a separate license agreement, Company will retain a non-exclusive, non-sublicensable, non-transferable, royalty-bearing (for so long as the Royalty Term is still in effect, after which such license shall become royalty-free and fully paid-up) license to the NV Technology, NV Patents, NV Know-How and NV Data then existing at the effective date of termination of this IP Agreement for the Purpose; *provided* that the

foregoing license shall automatically terminate immediately in the event Company uses the NV Patents, NV Technology, NV Know-How and NV Data in any manner that:

- (a) materially breaches the terms and conditions of the license set forth in this clause 9.3.2 and either that breach is not capable of remedy or, if the breach is capable of remedy, Company has failed to remedy such breach within sixty (60) days (unless a shorter remedy period applies hereunder) after receiving written notice requiring it to remedy the relevant breach; *provided* that, no event of default shall be deemed to have occurred hereunder if such breach cannot reasonably be remedied within such sixty (60) day period and Company has commenced and is diligently pursuing such remedy within such sixty (60) day period, in which case Company shall have an additional period of time (not to exceed one hundred and twenty (120) days after receipt of written notice of such default) to remedy such default and NV may not terminate this IP Agreement during such period;
- (b) violates Applicable Law or violates any applicable consents from any data subjects.

9.3.3 Following expiration or earlier termination of this IP Agreement, the Parties shall discuss in good faith the terms of an agreement pursuant to which Company shall obtain a license grant to the NV Variant List following the Term.

9.3.4 On any termination of this IP Agreement for any reason by Company or expiration of the Term:

- (a) NV shall as soon as reasonably practicable return, delete or destroy (as directed in writing by the other Company) all Company Data and other materials or information provided to NV by Company in connection with this IP Agreement or under any Project Document including materials containing or based on Company's Confidential Information, subject to the confidentiality obligations in clause 7; and
- (b) NV shall as soon as reasonably practicable ensure that all Company Data and that has been used or accessed by NV (excluding any NV Derived Data) is deleted from any IT system of NV or its Affiliates, and any electronic data shall be considered deleted, for the purpose of this clause 9.3.4 where it has been put beyond use by NV or its Affiliates;

*provided* that if NV is required by any Applicable Law or Governmental Authority or Regulatory Authority to retain any data, documents or materials that it would otherwise be required to return or destroy under clause 9.3.4, it shall notify Company in writing of that retention, giving details of the documents or materials that it must retain and NV shall not be in breach of clause 9.3.4 with respect to the retained data, documents or materials, however, clause 7 shall continue to apply to such data, documents and materials.

In the event the Parties wish to enter into any further research and/or collaborations in respect of Company Data that has been retained by NV pursuant to this clause 9.3.4, the Parties shall enter into good faith discussions with respect to a separate license agreement.

9.3.5 Where there is a termination of only certain services under a Project Document (and not the IP Agreement as a whole) clause 9.3.4 shall still apply but only to the extent applicable to the terminated service.

9.3.6 Upon expiration or termination of the Initial Term, Company shall, and shall cause its Affiliates and any sublicensees to, as soon as practicable (but in no event more than six (6) months) following expiration or termination of the Initial Term (the “**Transition Period**”) cease any and all use of the NV Trademarks or any derivation thereof in any form, including by removing the NV Trademarks from any and all assets, inventories, advertisements, communications, website content, other internet or electronic communication vehicles and other documents and materials of Company, its Affiliates and its sublicensees and making any and all filings necessary to remove any NV Trademarks (including any Composite Marks) from Company’s Corporate Identity (it being understood that Company shall promptly change its Corporate Identity to not use any Composite Marks or any other NV Trademarks).

9.3.7 Company agrees and hereby specifically consents to NV obtaining a decree of a court having jurisdiction over Company, its Affiliates or any of its sublicensees to enforce the provisions of this clause 9.3, in addition to any other remedy to which it may be entitled by Applicable Law.

#### 9.4 Bankruptcy

The Parties agree that Company, as a licensee of such rights under this IP Agreement, will retain and may fully exercise all of its rights and elections under Applicable Law, including the right to preserve and enforce the licensee benefits set forth in this IP Agreement. NV agrees to notify Company in the event of any insolvency or bankruptcy event that might affect the rights granted to Company’s rights hereunder, with the intent to provide notice so that Company would have an opportunity to object to any transfer in bankruptcy that might lead to the rejection of any pre-existing licenses. Without limiting the foregoing, the Parties agree that Company may assert without objection from NV that this IP Agreement is not vulnerable to rejection under bankruptcy laws and that, if rejected, such rejection shall not result in termination of the IP Agreement or a similar result or effect. All rights, powers and remedies of Company, as a licensee hereunder, provided herein by NV are in addition to and not in substitution for any and all other rights, powers and remedies now or hereafter existing at law or in equity in the event of the commencement of a bankruptcy case by or against NV.

#### 9.5 Survival

Upon expiration or termination of this IP Agreement, the terms of clauses 2.5, 4.1, 4.2, 4.3, 5.2, 5.3, 5.4 (solely to the extent the Royalty Term has not yet expired), 5.5, 7, 8.3, 8.4, 9.3, 9.4, 9.5, 11-22 and 24 and any definitions necessary to construe any of the forgoing provisions, shall survive the termination of this IP Agreement.

### 10. GOVERNMENTAL COMPLIANCE

#### 10.1 Compliance with Applicable Laws

Each Party warrants that it shall comply with any Applicable Law related to the subject matter of this IP Agreement that are applicable to such Party.

#### 10.2 Responsibility for Compliance

Each Party shall (except as otherwise set forth in other written agreements entered into between the Parties) be, as to its own activities, responsible for compliance with Applicable Law with respect to any sale, manufacture or other use involving any Technology, including any NV Technology,

and any associated Intellectual Property Rights therein, including, without limitation, any Applicable Export Control or Economic Sanctions Programs.

10.3 Costs

Except as otherwise provided in this IP Agreement, each Party shall be responsible for any and all of its expenses, costs, fees, duties and/or Taxes necessary to comply with Applicable Law in connection with the subject matter of this IP Agreement.

11. NOTICES

11.1 Any communication to be given in connection with this IP Agreement shall be in writing and, if such communication is a Formal Notice, shall either be delivered by hand or courier to a Party's registered office (or such other address as a Party may notify the other Party for such purpose) or by e-mail as follows:

**to NV at:**

CENTOGENE N.V.  
Am Strande 7, 18055  
Rostock, Germany

**to Company at:**

GENOMICS INNOVATIONS COMPANY LIMITED  
Building No. 3936, 6651 Al Nakheel District, Postal Code 12382, RGNB3936,  
Riyadh, Kingdom of Saudi Arabia

*Marked for the attention of:*  
Chief Legal Officer  
email: [\*\*\*]

*Marked for the attention of:*  
[\*\*\*]  
email: [\*\*\*]

*With a copy, which shall not constitute notice, to:*

[\*\*\*]

*And with a copy, which shall not constitute notice, to:*

Chief Financial Officer

email: [\*\*\*]

11.2 A communication sent according to clause 11.1 shall be deemed to have been received:

11.2.1 if delivered by hand, on written acknowledgment or receipt by an officer or an employee of the receiving Party;

11.2.2 if delivered by courier, on production of evidence from the relevant courier that the notice was successfully delivered; or

11.2.3 if by e-mail, upon transmission to the correct e-mail address as specified, provided that a hard copy is sent by post as soon as reasonably practicable thereafter to the address set out in clause 11.1.

- 11.3 If, under the preceding provisions of clause 11.2, a communication would otherwise be deemed to have been received outside normal business hours in the place of receipt, being 9:00 a.m. to 4:00 p.m. on a Business Day, it shall be deemed to have been received at 9:00 a.m. on the next Business Day.
- 11.4 A Party may notify the other Party of a change to its name or address or e-mail address for the purposes of clause 11.1; *provided* that such notification shall only be effective on:
- 11.4.1 the date specified in the notification as the date on which the change is to take place; or
- 11.4.2 if no date is specified or the date specified is less than five (5) Business Days after the date on which notice is deemed to have been served, the date falling five (5) Business Days after notice of any such change is deemed to have been given.

## **12. FURTHER ASSURANCES**

- 12.1 Each Party agrees that it shall execute and perform all such deeds, documents, assurances, acts and things and exercise all powers and rights available to it, reasonably required to implement the terms of this IP Agreement.
- 12.2 Save as otherwise provided in this IP Agreement, nothing in this clause 12 shall require, or be construed to require, any Party to agree to:
- 12.2.1 sell, hold, divest, discontinue or limit any assets, businesses or interests;
- 12.2.2 any conditions relating to, or changes or restrictions in, the operations of their assets, businesses or interests;
- 12.2.3 any conditions relating to, or changes or restrictions in, the operations of the assets, businesses or interests of either Party which could reasonably be expected to materially and adversely impact the economic or business benefits to such Party of the transactions contemplated by this IP Agreement; or
- 12.2.4 any material modification or waiver of the terms and conditions of this IP Agreement.

## **13. ANNOUNCEMENTS**

Other than as required under Applicable Law, neither Party shall issue any announcement or communication concerning the rights and obligations contemplated by this IP Agreement without the prior consent in writing of the other Party.

## **14. LANGUAGE**

- 14.1 This IP Agreement shall be executed in English.
- 14.2 Any notice (including a Formal Notice) given in connection with this IP Agreement must be in English.
- 14.3 Any other document provided by a Party in connection with this IP Agreement must be in English.

## **15. ASSIGNMENT AND SUBCONTRACTING**

- 15.1 Neither Party is permitted to assign, sub-license, create a charge over or otherwise Dispose of any of its rights or subcontract, transfer or otherwise Dispose of any of its obligations under this IP

Agreement without the prior written consent of the other Party (not to be unreasonably withheld, conditioned or delayed); *provided* that either Party is permitted to assign, sub-license, create a charge over or otherwise Dispose of any of its rights or transfer or otherwise Dispose of any of its obligations under this IP Agreement:

15.1.1 to any Affiliate; or

15.1.2 in relation to its right to receive payment under this IP Agreement, as collateral to any financial institution providing financing to such Party or any of such Party's Affiliates,

in each case without the prior written consent of the other Party.

## **16. NO PARTNERSHIP OR AGENCY**

16.1 Nothing in this IP Agreement shall be deemed to constitute a partnership between or among any of the Parties, nor constitute any Party constituting or becoming in any way the agent of any other Party for any purpose.

16.2 Unless specifically authorized in writing by a Party or as otherwise set forth herein, no other Party shall have any authority to incur an expenditure in the name or for the account of such Party or hold itself out in any way as having authority to bind such Party.

## **17. COSTS AND TAXES**

Except as otherwise set forth in this IP Agreement, each Party shall pay the costs and expenses, including any Tax, incurred by it in connection with the preparation, review, negotiation and execution of this IP Agreement.

## **18. WAIVER AND VARIATION**

18.1 A failure or delay by a Party to exercise any right or remedy provided under this IP Agreement, whether by conduct or otherwise, shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this IP Agreement, whether by conduct or otherwise, shall preclude or restrict the further exercise of that or any other right or remedy.

18.2 A waiver of any right or remedy under this IP Agreement shall only be effective if given in writing and signed by the Party against whom the waiver would be enforced and shall not be deemed a waiver of any subsequent breach or default.

18.3 No variation or amendment of this IP Agreement shall be valid unless it is in writing and duly executed by or on behalf of all of the Parties to this IP Agreement. Unless expressly agreed in writing, no variation or amendment shall constitute a general waiver of any other provision of this IP Agreement, nor shall it affect any rights or obligations under or pursuant to this IP Agreement which have already accrued up to the date of variation or amendment, and the rights and obligations under or pursuant to this IP Agreement shall remain in full force and effect, except and only to the extent that they are varied or amended in accordance with this clause 18.

## **19. SEVERABILITY**

Where any provision of this IP Agreement is or becomes illegal, invalid or unenforceable in any respect, then such provision shall be deemed to be severed from this IP Agreement and, if possible, replaced with a lawful provision which, as closely as possible, gives effect to the intention of the Parties under this IP Agreement and, where permissible, that shall not affect or impair the legality,

validity or enforceability in that, or any other, jurisdiction of any other provision of this IP Agreement.

**20. THIRD PARTY RIGHTS**

20.1 A person who is not a party to this IP Agreement shall not have any right to enforce any term of this IP Agreement.

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

**21. SPECIFIC PERFORMANCE**

Each Party acknowledges that a breach or threatened breach by such Party of its obligations under this IP Agreement would give rise to irreparable harm to the other Party for which monetary damages would not be an adequate remedy and hereby agrees that in the event of a breach or a threatened breach by such Party of any such obligations, the other Party shall, in addition to any and all other rights and remedies that may be available to it in respect of such breach or threatened breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance, and any other relief that may be available from a court of competent jurisdiction (without any requirement to post bond) to prevent such breach or to enforce specifically the performance of the terms of this IP Agreement.

**22. GOVERNING LAW AND JURISDICTION**

22.1 Governing Law

This IP Agreement shall be governed and construed in accordance with the laws of the Kingdom.

22.2 Jurisdiction

22.2.1 In the event of any dispute, difference, claim, controversy or question between Company and NV, directly or indirectly arising at any time under, out of, in connection with or in relation to this IP Agreement (or the subject matter of this IP 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 IP Agreement (a “**Dispute**”), Company and NV shall first endeavor to settle such Dispute by good faith negotiation. The Parties agree, save as otherwise agreed in writing by Company and NV, that the negotiations shall not exceed three (3) months from the date of the start of such negotiations.

22.2.2 Notwithstanding the provisions of clause 22.2.1 above, any Dispute arising out of, or in connection with, this IP Agreement shall be finally administered by the Saudi Centre for Commercial Arbitration (“**SCCA**”) in accordance with its Arbitration Rules. The arbitration shall be conducted by an arbitration tribunal consisting of three (3) independent arbitrators, none of whom shall have any relationship or competitive interests with any of the Parties or any of their Affiliates. Company shall appoint one (1) arbitrator, NV 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.

### **23. FORCE MAJEURE**

23.1 Neither Party shall be liable for failure or delay in performing any of its obligations (other than any payment obligations) under or pursuant to this IP Agreement if such failure or delay is due to any cause whatsoever outside its reasonable control and which by the exercise of due diligence such Party is unable to prevent or overcome, including:

23.1.1 acts of God;

23.1.2 flood, fire, earthquake or explosion;

23.1.3 war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest;

23.1.4 Applicable Law;

23.1.5 government actions, embargoes, sanctions or blockades in effect on or after the date of this IP Agreement;

23.1.6 action by any Governmental Authority or Regulator (including regulatory changes); *provided* that the Party relying on the government act or omission as a reason for delay in performance did not, directly or indirectly, procure or induce such government act or omission;

23.1.7 national emergency;

23.1.8 pandemics or epidemics; and

23.1.9 strikes, labour stoppages, or other industrial disturbances

(each a “**Force Majeure Event**”) and the affected Party shall be relieved from its liability hereunder during the period of such Force Majeure Event and the other Party may terminate this IP Agreement in accordance with clause 9.2 if such Force Majeure Event continues for more than one hundred and eighty (180) days.

23.2 The affected Party shall, in any event, use reasonable endeavours to avoid or mitigate the effect of such events so as to recommence performance of their obligations as soon as reasonably possible following the Force Majeure Event no longer applying.

### **24. ENTIRE AGREEMENT**

24.1 This IP Agreement and the Project Documents set out the entire agreement and understanding between the Parties in respect of the subject matter of this IP Agreement and supersede all prior agreements and understandings, both oral and written, between the Parties with respect to the subject matter hereof and thereof.

24.2 Each Party acknowledges that it is not relying on, and shall have no remedies in respect of, any undertakings, representations, warranties, promises or assurances (whether made innocently or negligently) that are not set forth in this IP Agreement.

**25. COUNTERPARTS**

This IP Agreement (and any amendment agreed to pursuant to clause 18.3) may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which, when taken together, shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, this IP Agreement has been executed by the Parties by their duly authorized representatives on the Effective Date.

Signed by  
Kim Stratton for and on behalf of **CENTOGENE N.V.**

) /s/ Kim Stratton  
)  
)

Signed by  
Miguel Coego for and on behalf of **CENTOGENE N.V.**

) /s/ Miguel Coego  
)  
)  
)  
)

Signed by  
Jeremy Panacheril for and on behalf of **GENOMICS INNOVATIONS COMPANY**  
**LIMITED**

) /s/ Jeremy Panacheril  
)  
)  
)

## SCHEDULE 1

### PART 1 - DEFINITIONS

In this IP Agreement:

“**ABC Laws**” means all laws and regulations applicable to the Parties and this IP Agreement, that relates to bribery or corruption or money laundering, including (without limitation):

- (a) the Saudi Arabian Anti-Bribery Law promulgated by royal decree number M/36 dated 26/12/1412H (corresponding to 27 June 1992) and the Saudi Arabian Anti-Money Laundering Law promulgated by royal decree number M/20 dated 5/2/1439H (corresponding to 25 October 2017);
- (b) the US Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations issued thereunder; and
- (c) the UK Bribery Act 2010, as each may be amended or re-enacted from time to time;

“**Accredited**” means the CAP Laboratory Accreditation from the College of American Pathologists and the Clinical Laboratory Improvement Amendments certification or, in the event Company is unable to obtain such accreditation or certification, as applicable, due to regulatory changes arising after the Effective Date, an equivalent internationally recognized accreditation or certification, as applicable, as mutually agreed by the Board of Directors, and “**Accredited**” shall be construed accordingly;

“**Acknowledgment and Undertaking**” means the acknowledgment and undertaking attached hereto as Schedule 5 (*Acknowledgement and Undertaking*) that shall be executed by a NV Seconded prior to the commencement of any secondment pursuant to the Consultancy Agreement;

“**Affiliate**” means any person, now or in the future, directly controlling, controlled by or under direct or indirect common control of a Party. For the avoidance of doubt, for purposes of this IP Agreement when used in connection with Company, the term “Affiliate” will not include NV and when used in connection with NV, the term “Affiliate” will not include Company. For the purposes of this definition, “**control**” (including the terms “**controlling**”, “**controlled by**” and “**under common control**”), means in relation to any Person (being the “**Controlled Person**”), being:

- (a) entitled to exercise, or control the exercise of (directly or indirectly) more than fifty percent (50%) of the voting power at any general meeting of the shareholders, members or partners or other equity holders (and including, in the case of a limited partnership, of the limited partners of) in respect of all or substantially all matters falling to be decided by resolution or meeting of such Persons;
- (b) entitled to appoint or remove:
  - (i) directors on the Controlled Person’s board of directors or its other governing body (or, in the case of a limited partnership, of the board or other governing body of its general partner) who are able (in the aggregate) to exercise more than fifty percent (50%) of the voting power at meetings of that board or governing body in respect of all or substantially all matters;

- (ii) any managing member of such Controlled Person; and/or
  - (iii) in the case of a limited partnership, its general partner; or
- (c) entitled to exercise a dominant influence over the Controlled Person (otherwise than solely as a fiduciary) by virtue of the provisions contained in its constitutional documents or pursuant to an agreement with other shareholders, partners or members of the Controlled Person;

“**Applicable Data Protection Laws**” means any and all laws, statutes, rules and regulations r the privacy, security, protection, access, collection, storage, transmission, disclosure, exchange or other processing of Personal Data, including, but not limited to: the General Data Protection Regulation (EU) 2016/679 (“**GDPR**”), the German Federal Data Protection Act (*Bundesdatenschutzgesetz*), the provisions of the German Genetic Diagnostics Act (*Gendiagnostikgesetz*), the Kingdom National Data Management Office’s Interim Regulations on Personal Data Protection, the Kingdom Ministry of Health’s Guidelines for Informed Consent, and the Kingdom Personal Data Protection Law (issued pursuant to Royal Decree M/19 of 9/2/1443H (corresponding to 16 September 2021), and any relevant implementing regulations issued pursuant to the Kingdom Personal Data Protection Law (“**KSA PDPL**”), in each case as amended or updated from time to time;

“**Applicable Export Control**” or “**Economic Sanctions Programs**” means all applicable national and international export controls, sanctions laws, regulations and programs;

“**Applicable Law**” means any of the following, to the extent that it applies to a Party:

- (a) any laws, statute, directive, order, enactment, regulation, bylaw, ordinance or subordinate legislation in force from time to time, but subject to any written waivers granted by any Governmental Authority;
- (b) any binding court order, judgment or decree;
- (c) any applicable industry code, policy or standard enforceable by law;
- (d) any applicable direction, statement of practice, policy, rule or order that is set out by a Regulatory Authority, that is binding on the Parties; and
- (e) the ABC Laws, Applicable Data Protection Laws and the Applicable Export Control or Economic Sanctions Programs;

“**Board of Directors**” means the Board of Directors of Company from time to time;

“**Business**” has the meaning given to this term in the Joint Venture Agreement;

“**Business Day**” means any day other than a Friday, Saturday or public holiday in KSA or Germany;

“**Business Materials**” means signs, business cards, invoices, letterhead, agreements and other commercial documents;

“**Calendar Quarter**” means each successive period of three (3) calendar months commencing on January 1, April 1, July 1 and October 1; *provided, however*, that the last Calendar Quarter of the Term shall end upon the expiration or termination of this IP Agreement;

“**Claim**” means any claims, demands, suits, proceedings or actions by any Governmental Authority, Regulatory Authority or a Third Party (in either case, not being connected to or related to the relevant Indemnitee);

“**Company**” has the meaning given to this term in the preamble of this IP Agreement;

“**Company Background IPR**” means any and all Intellectual Property Rights, Technology and data owned or Controlled by Company or any of its Affiliates:

- (a) in existence as of immediately prior to the Effective Date; or
- (b) arising during the Term but independently from this IP Agreement and the other Project Documents;

“**Company Data**” means all rights, title and interest in and to any samples, data or information that is:

- (a) exclusively related to the Business or Company’s customers that is provided to, held or obtained by NV or any of its Affiliates pursuant to the Consultancy Agreement or Laboratory Services Agreement during the term of such agreements;
- (b) created, generated, collected or processed by NV or its Affiliates for Company in the performance of its services under the Consultancy Agreement and Laboratory Services Agreement during the term of such agreements subject to and in accordance with patient consents and Applicable Law, including reports and other results and output of such services; or
- (c) material findings, results and derivatives (excluding any NV Derived Data) from any of the items described in clause (a) and (b) above;

“**Company Derived Data**” means Derived Data that is Manipulated by Company or its Affiliates;

“**Company Indemnitee**” has the meaning given to this term in clause 8.3.1 of this IP Agreement;

“**Company IPR**” means all Intellectual Property Rights that are owned or Controlled by Company or to which Company otherwise has legal rights, including, but not limited to, Company Background IPR, Company Data and New Company IPR;

“**Composite Mark**” has the meaning in clause 2.7 of Schedule 2 (*NV Trademarks*);

“**Confidential Information**” means information that is marked, designated, or otherwise identified as ‘confidential’ or which by its nature is clearly confidential. Confidential Information includes any Personal Data and information concerning the technology, technical processes, samples, studies, findings, inventions, ideas, business processes, procedures, business affairs, financial affairs and finance of Company and its Affiliates or NV and its Affiliates, as the case may be; *provided*, that Company’s or NV’s security procedures are also included within the definition of Confidential Information. Confidential Information may take the form of documents, technical specifications, unpublished Patent specifications, data, drawings, plans, processes, photographs,

databases, computer software in disk, cassette, tape or electronic form and data storage or memory in, and items of, computer hardware; or oral descriptions, demonstrations or observations, and Confidential Information includes (without limitation) information which is supplied to, stored by, processed or marked for destruction by, NV to Company, or by Company to NV under this IP Agreement, including all Company IPR and NV IPR;

“**Consultancy Agreement**” has the meaning given to this term in the preamble of this IP Agreement;

“**Control**” or “**Controlled**” means with respect to any Patents, Know-How, materials, information or any other Intellectual Property Rights, the legal authority or right (whether by ownership, license or otherwise but without taking into account any rights granted by one Party to the other Party pursuant to this IP Agreement) of a Party to grant access, a license or a sublicense of or under such, Patents, Know-How, materials, information or other Intellectual Property Rights to the other Party, or to otherwise disclose proprietary or trade secret information to such other Party without:

- (a) violating the terms of any agreement or other arrangement with any Third Party in existence as of the time such Party or its Affiliate would be required hereunder to grant such license, sublicense, or right of access and use; or
- (b) incurring any additional payment obligations to any Third Party for which such other Party has not agreed to reimburse such Party pursuant to the Project Document;

“**Corporate Identity**” means any business or corporate entity name, trade name or other business or corporate identifier (e.g., “d/b/a”);

“**Derived Data**” means any data (wholly or in part) Manipulated to such a degree that:

- (a) is anonymized and cannot be identified as originating or deriving directly from the data or services provided pursuant to any Project Documents;
- (b) cannot be used to identify a natural person;
- (c) cannot be reverse-engineered such that it can be so identified; and
- (d) is not capable of use substantially as a substitute for the data or the results of the Testing Services (as defined in the Laboratory Services Agreement);

“**Dispose**” means to:

- (a) sell, assign, transfer or otherwise dispose of it
- (b) create or permit to subsist any Encumbrance over it;
- (c) direct (by way of renunciation or otherwise) that another person should, or assign any right to, receive it;
- (d) enter into any agreement in respect of the votes or any economic or other rights attached to it; or
- (e) agree, whether or not subject to any condition precedent or subsequent, to do any of the foregoing;

“**Dispute**” has the meaning given to this term in clause 22.2.1 of this IP Agreement;

“**Effective Date**” has the meaning given to this term in the preamble of this IP Agreement;

“**Encumber**” means creating or allowing to exist or agreeing to create or agreeing to allow to exist any mortgage, charge (fixed or floating), pledge, lien, option, right to acquire, assignment by way of security, trust arrangement for the purpose of providing security or any other security interest of any kind, including title retention arrangements;

“**Encumbrance**” has the meaning correlative to Encumber herein;

“**Force Majeure Event**” has the meaning given to this term in clause 23.1 of this IP Agreement;

“**Formal Notices**” means:

- (a) notices invoking, or relating to, Dispute resolution or any litigation between the Parties;
- (b) notices given in connection with a Force Majeure Event pursuant to clause 23 of this IP Agreement;
- (c) a change to the contact details specified in clause 11.1 of this IP Agreement; or
- (d) any other notices stated in this IP Agreement to be a Formal Notice;

“**GCC**” means the Cooperation Council for the Arab States of the Gulf, consisting of the Kingdom, the Kingdom of Bahrain, State of Kuwait, State of Qatar, The United Arab Emirates and the Sultanate of Oman;

“**Governmental Authority**” means any federal, emirate, state, provincial or municipal government or political subdivision thereof, a governmental or quasi-governmental ministry, legislative body, agency, authority, board, bureau, commission, government-controlled corporation or entity, department, instrumentality or public body, or any court, administrative tribunal or public utility that has jurisdiction over the Party or matter in question;

“**Improvement**” means any update, upgrade, modification, enhancement, variation or improvement to Technology, including any and all manufacturing and engineering developments;

“**Indemnified Losses**” means:

- (a) any amounts awarded by a court or tribunal of competent jurisdiction or arbitrator to a Third Party;
- (b) any amounts paid in settlement to a Third Party;
- (b) any interest awarded by a court of competent jurisdiction or arbitrator in respect of the above; and
- (c) reasonable costs of investigation, litigation, settlement and external legal fees (on a solicitor-client basis) and disbursements and administrative costs directly incurred by the Indemnitee in respect of a Claim;

“**Indemnitee**” means a Party relying on an indemnity pursuant to this IP Agreement;

“**Initial Term**” has the meaning given to this term in clause 9.1 of this IP Agreement;

“**Intellectual Property Rights**” or “**IPR**” means all past, present, and future rights of the following types, which may exist or be created under the laws of any jurisdiction in the world:

- (a) rights associated with works of authorship, including exclusive exploitation rights, copyrights, moral rights, and other similar works;
- (b) trade secret rights and Know-How;
- (c) Patents, Technology, and other industrial property rights;
- (d) other proprietary rights in intellectual property; and
- (e) rights in or relating to registrations, renewals, extensions, combinations, divisions, and reissues of, and applications for, any of the rights referred to in clauses (a) through (d) above;

“**IP Agreement**” has the meaning given to this term in the preamble of this IP Agreement;

“**Joint IPR**” has the meaning given to this term in clause 4.1.2(d) of this IP Agreement;

“**Joint Venture Agreement**” or “**JV Agreement**” has the meaning given to this term in the preamble of this IP Agreement;

“**Kingdom**” or “**KSA**” means the Kingdom of Saudi Arabia;

“**Know-How**” means know-how, trade secrets, technical data, unpatented inventions, and commercial information and techniques in any form (including paper, electronically stored data, magnetic media, film and microfilm) including, without limitation, drawings, formulae, test results, reports, project reports and testing procedures, instruction and training manuals, tables of operating conditions and lists and particulars of suppliers;

“**KSA Biodatabank**” means national KSA data registries, biodatabank, and genetic data including in relation to rare and neurodegenerative diseases that is Controlled by Company;

“**KSA Facility**” means the facility for the establishment and maintenance of the KSA Lab and the KSA Biodatabank;

“**KSA Lab**” means a laboratory facility to be located in Riyadh, the Kingdom, and operated in accordance with Applicable Law with the intention that it becomes an Accredited, globally recognized, commercially driven genomics wet and dry lab;

“**Laboratory Services Agreement**” has the meaning given to this term in the preamble of this IP Agreement;

“**Licensed Party**” means a Party in its capacity as licensee under the licenses granted under clause 2.1 or clause 2.2;

“**Licensing Party**” means a Party in its capacity as licensor under the licenses granted under clause 2.1 or clause 2.2;

“**Losses**” means all Claims (whether or not successful, compromised or settled), actions, proceedings, liabilities, demands, judgments (asserted or established in any jurisdiction) and any and all losses, damages (including interest), any amounts paid in settlement (including interest) of a Claim, costs, expenses (including reasonable legal, investigative, administrative or professional costs and expenses incurred in disputing or defending any of the foregoing), Taxes, fines or penalties;

“**Manipulate**” means to combine or aggregate the data (wholly or in part) with other data or information or to adapt the data (wholly or in part);

“**Material Opportunity**” means the opportunity to enter into any agreement in any Other GCC Member State for the provision of services related to the Business with prospective clients or government entities, the value of which exceeds five million Saudi Arabian Riyals (SAR 5,000,000.00);

“**Net Revenue**” means the net revenue of Company, after deduction of reasonable and customary customer discounts or allowances, as calculated in accordance with generally accepted accounting principles consistently applied;

“**New Company IPR**” has the meaning given to this term in clause 4.1.2(b) of this IP Agreement;

“**New IPR**” means all Intellectual Property Rights, Derived Data, Improvements, discoveries and inventions, patentable or otherwise, that are first invented, conceived, developed, generated, or made by or on behalf of either Party, their employees and contractors in the course of activities conducted pursuant to any of the Project Documents;

“**New NV IPR**” has the meaning given to this term in clause 4.1.2(a) of this IP Agreement;

“**NV**” has the meaning given to this term in the preamble of this IP Agreement;

“**NV Background IPR**” means any and all Intellectual Property Rights, Technology and data owned or Controlled by NV or any of its Affiliates:

- (a) in existence as of immediately prior to the Effective Date; or
- (b) arising during the Term but independently from this IP Agreement and the other Project Documents;

“**NV Data**” means:

- (a) anonymized data owned or Controlled by NV as of the Effective Date relating to KSA individuals who have signed applicable consents allowing such data to be shared with Company (“**NV KSA Data**”); and
- (b) at any given time during the Term, the curated classified variant list Controlled by NV and used by NV for diagnostics at such time (the “**NV Variant List**”);

“**NV Derived Data**” means Derived Data that is Manipulated by NV or its Affiliates;

“**NV Facility**” has the meaning given to this term in the recitals of this IP Agreement;

“**NV Indemnitee**” has the meaning given to this term in clause 8.3.2 of this IP Agreement;

“**NV IPR**” means all the NV Technology, NV Patents, NV Know-How, NV Data, New NV IPR and NV Trademarks;

“**NV Know-How**” means any Know-How owned or Controlled by NV as of the Effective Date that is necessary for Company to operate the KSA Facility or receive the benefit of the Project Documents or is otherwise provided to Company by NV pursuant to any of the Project Documents;

“**NV Patents**” means any Patents owned or Controlled by NV as of the Effective Date that is necessary for Company to operate the KSA Facility or receive the benefit of the Project Documents;

“**NV Secondees**” has the meaning given to this term in clause 4.1.2(b) of this IP Agreement;

“**NV Technology**” means any Technology owned or Controlled by NV as of the Effective Date that is necessary for Company to operate the KSA Facility or receive the benefit of the Project Documents;

“**NV Trademarks**” means the Trademarks listed in Schedule 2 (*NV Trademarks*) and, subject to clause 2.7 of Schedule 2 (*NV Trademarks*), any and all Composite Marks;

“**Other GCC Member State**” means each member state of the GCC, excluding KSA;

“**Party**” or “**Parties**” has the meaning given to it in the preamble of this IP Agreement;

“**Patents**” means patents (including utility, utility model, plant and design patents, and certificates of invention), patent applications (including additions, provisional, national, regional, and international applications, as well as original, continuation, continuation-in-part, divisionals, continued prosecution applications, reissues, and re-examination applications), patent or invention disclosures, registrations, applications for registrations, and any term extension or other governmental action which provides rights beyond the original expiration date of any of the foregoing;

“**Person**” means any individual, corporation, sole proprietorship, limited liability company, partnership, joint venture, association, joint stock company, fund, trust, unincorporated organization or Governmental Authority;

“**Personal Data**” has the meaning given to it in Applicable Data Protection Laws;

“**Project Documents**” means, collectively, this IP Agreement, the Joint Venture Agreement, the Laboratory Services Agreement and the Consultancy Agreement;

“**Promotional Material**” means any and all material used in the promotion of, or otherwise in connection with the Purpose (whether written or recorded in any medium) as permitted in this IP Agreement, and includes artwork, advertising materials (irrespective of the medium in which they are recorded), display materials, brochures, videos, broadcasts, and posters (including any internet or web-based materials);

“**Provider**” has the meaning given to this term in clause 7.1 of this IP Agreement;

“**Purpose**” has the meaning in clause 2.1.1(a) of this IP Agreement;

“**Recipient**” has the meaning given to this term in clause 7.1 of this IP Agreement;

“**Regulator**” or “**Regulatory Authority**” means any national, regional, state or local regulatory agency, department, bureau, commission, council or other Governmental Authority whose review and/or approval is necessary for performing clinical and/or laboratory services in the applicable regulatory jurisdiction and granting regulatory approvals or having regulatory or supervisory authority over a Party or a Party’s assets, resources or business;

“**Renewal Term**” has the meaning given to this term in clause 9.1 of this IP Agreement;

“**Royalty Fee**” has the meaning given to this term in clause 5.2 of this IP Agreement;

“**Royalty Term**” has the meaning given to this term in clause 5.3 of this IP Agreement;

“**SCCA**” has the meaning given to this term in clause 22.2.2 of this IP Agreement;

“**Tax**” means all forms of taxation and statutory, governmental, state, federal, provincial, local, government or municipal charges, duties, imposts, contributions, levies, withholdings or other liabilities in the nature of taxation wherever chargeable and whether of KSA or any other jurisdiction (including, for the avoidance of doubt, social security contributions in KSA and Germany and corresponding obligations elsewhere) and any penalty, fine, surcharge, interest, charges or costs relating to it or them;

“**Tax Credit**” means a credit against, relief or remission for, or repayment of, any Tax;

“**Tax Deduction**” means any amount which Company is required by Applicable Law to deduct or withhold on account of Tax from any payment by Company to NV (or a relevant Affiliate) in respect of any payments made under this IP Agreement;

“**Technology**” means all proprietary information, both business and technical, tangible and intangible, including inventions and discoveries (whether patented, patentable or not), algorithms, business rules, routines, processes, devices, prototypes, schematics, test methodologies, software, systems, original works of authorship, documents, data and Know-How;

“**Term**” has the meaning given to this term in clause 9.1 of this IP Agreement;

“**Third Party**” means any individual, partnership, joint venture, corporation or other legal entity that is not a Party or an Affiliate;

“**Third Party IPR**” has the meaning given to this term in clause 2.4 of this IP Agreement;

“**Trademark**” means any and all trademarks, service marks, trade names, service names, brand names, trade dress, logos, certifications, accounts, corporate names and any and all other indications of origin (whether or not registered), including any and all goodwill associated therewith, and any and all applications, registrations and renewals in connection therewith;

“**Transition Period**” has the meaning given to this term in clause 9.3.6 of this IP Agreement;

“**VAT**” means:

- (a) any Tax imposed in relation to the Unified Agreement for Value Added Tax for the GCC;
- (b) any other Tax of a similar nature, imposed in a member state of the GCC; or

(c) any other similar Taxes imposed anywhere in the world; and

“**Willful Misconduct**” means conduct that is unreasonable, deliberate and carried out by a Party in the knowledge that it will result in significant injury or damage to the other Party.

## PART 2 - INTERPRETATION

In this IP Agreement:

- (a) any reference to “Schedule” or “Annex”, unless the context otherwise requires, is a reference to the relevant schedule or annex of and to this IP Agreement, and any reference to a “clause”, “section” or “paragraph”, unless the context otherwise requires, is a reference to a clause in this IP Agreement, a section or paragraph in the relevant Schedule and a paragraph in the relevant Annex, respectively;
- (b) The clause, section and paragraph headings and the contents page in this IP Agreement are included for convenience purposes only and shall not affect the interpretation of this IP Agreement.
- (c) Unless the context otherwise requires, the words “this IP Agreement,” “hereof,” “hereunder,” “herein,” “hereby,” or words of similar import shall refer to this IP Agreement as a whole and not to a particular clause or other subdivision hereof.
- (d) Whenever the context requires, the words used herein shall include the masculine, feminine, and neuter gender, and the singular and the plural.
- (e) Any reference to a Party or the Parties means a party or the parties to this IP Agreement, including their successors in interest and permitted assigns.
- (f) Any reference to “persons” includes natural persons, companies, corporations, partnerships, limited liability companies, firms, associations, organizations, Governmental Authorities, foundations and trusts (in each case, whether or not having separate legal personality).
- (g) Any reference to a date refers to the Gregorian calendar.
- (h) Any reference to a statute, statutory provision or subordinate legislation shall, except where the context otherwise requires, be construed as referring to such legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation.
- (i) Unless otherwise defined, terms used in the healthcare industry or other relevant business context shall be interpreted in accordance with their generally understood meaning in that industry or business context.
- (j) Any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- (k) Any reference to “writing” or “written” includes email (but not faxes), save with respect to Formal Notices, where service in accordance with clause 11 is required.
- (l) Any reference to any agreement or other instrument shall, except where expressly provided to the contrary, include any amendment, restatement, amendment and restatement, modification, variation or novation (in whole, or in part) to such agreement or other instrument.

**SCHEDULE 2 NV TRADEMARKS**

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**SCHEDULE 3 PERMITTED ENCUMBRANCES**

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SCHEDULE 4 NV IPR CLAIMS

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**SCHEDULE 5 ACKNOWLEDGEMENT AND UNDERTAKING**

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