

General Terms and Conditions of CENTOGENE GmbH

Article 1 General

1. CENTOGENE GmbH, Am Strande 7, 18055 Rostock, Germany ("CENTOGENE"), is engaged in the supply of genetic and biomolecular testing services related to the analysis of samples by patients with suspected genetic disorders as well as in the sale of certain affiliated products to our partners (the "Partners" as defined below, CENTOGENE and a Partner hereinafter each a "Party" and both the "Parties").
2. These General Terms and Conditions ("GTC") of CENTOGENE as amended from time to time do apply to every contractual relation concluded between CENTOGENE and its Partners and represent an integral part of any concluded Agreement between the Parties. Any separate Agreement between the Parties and the specific provisions agreed therein shall prevail over these GTC.
3. Any deviating terms and conditions of a Partner do not apply to any Agreement between the Parties unless explicitly agreed in writing by CENTOGENE.
4. Insofar as CENTOGENE's products and services CentoMD® and/or CentoPortal® are concerned, the respective special terms and conditions available on the respective websites shall prevail and apply.

Article 2 Definitions

In the present general terms and conditions, the following terms are used in the sense given below, unless explicitly indicated otherwise.

Agreement:	Any commercial agreement or any other contractual relation (including but not limited to non-commercial, research and other relations) entered or that shall be entered into between CENTOGENE and the Partner with regard to the delivery of Services and Products.
Order:	Has the meaning as given in Article 1 para. 1 lit. a) GTC.
Partner:	Any person entitled to place orders for CENTOGENE's Services and Products, including but not limited to physicians, hospitals, pharmaceutical companies, reference laboratories and any other entity.
Patient:	Any individual person whose biological materials are subject of genetic and biomolecular testing Services provided by CENTOGENE.
Products:	Any products developed, produced and supplied by CENTOGENE including but not limited to our filtercard-kits (CentoCard®) as listed at each point of time on the website of CENTOGENE.
Responsible Physician:	A person legally qualified and licensed to practice medicine and legally authorized to request genetic and biomolecular testing Services related to the diagnosis of Patients with suspected genetic disorders.
Samples or Sample:	Clinical samples of Patients, collected, processed and stored in accordance with applicable regulations and provided to CENTOGENE for the purpose of genetic and biomolecular testing Services.
Services:	Any laboratory services provided by CENTOGENE, including but not limited to biomolecular and biomarker testing, total portfolio of single gene testing (Sanger sequencing and/or deletion/duplication testing), Next Generation Sequencing (NGS)-panels, whole exome sequencing (CentoExome®), whole genome sequencing (CentoGenome®) and other laboratory services as listed at each point of time on the website of CENTOGENE. CENTOGENE currently does not provide, directly or indirectly, any services regarding prenatal diagnostics in the territory of the United States of America.
Report:	Any written and/or electronic analysis report on the results of an analyzed Sample.
Territory:	Any territory of market for which the Services and Products are provided by CENTOGENE, as agreed between the Parties.
Website	CENTOGENE's website www.centogene.com as amended from time to time

Article 3 Agreement, offer and acceptance

1. All offers of CENTOGENE for Services and Products, as provided on the Website, by written quote or by email, shall be free of any obligation and non-binding unless the respective offer contains an acceptance term. Each offer shall only be valid for a period of thirty days unless explicitly stated otherwise.
2. Any prices given in offers and tenders shall be exclusive of VAT, as well as of shipment costs and possible packaging and administration costs, unless explicitly stated otherwise.
3. Any order of a Partner, given either in writing or by email ("Order") shall be invalid if it deviates from the respective offer, unless CENTOGENE provides an explicit acceptance in writing or by email.
4. An Agreement shall be concluded when CENTOGENE either confirms an Order in writing or starts to execute the respective Order.

Article 4 Terms applying solely to the provision of Services

1. **Ordering and shipment of Samples**
 - a) A Partner may order from CENTOGENE by written or electronic Order biomolecular or genetic testing Services for specific Samples of specific Patients. These Orders need to be placed by the Responsible Physician of the Partner to CENTOGENE in accordance with CENTOGENE's instructions "How To Order A Genetic Test" published on the Website.
 - b) The Partner shall ship the specific Samples to CENTOGENE together with its individualized requisition form containing the details of the Order and signed by the Responsible Physician (as described in more detail on CENTOGENE's website). The shipment of the Sample(s) shall be provided CIP (Incoterms 2010) to Rostock, Germany.
 - c) The Order must contain either (i) a copy of the informed consent form ("ICF") signed by the Patient with regard to the specific Order and/or (ii) a confirmation of the Responsible Physician that such ICF was given and exists in his files ("Confirmation"). ICF and/or Confirmation should ideally be provided on the template provided by CENTOGENE (available for download on the Website). For orders placed through our CentoPortal®, ICF or confirmation may be provided electronically.
 - d) CENTOGENE retains the right to refuse the processing of any Order or Sample, if (i) neither an ICF nor (ii) a Confirmation is provided to CENTOGENE or if (iii) such are incomplete or (iv) or the documents provided do not fulfill the standards required under the German Genetic Diagnostic Act (*GenDG*).
2. **Analysis and report**
 - a) If the necessary documentation of the respective Order is complete, CENTOGENE will analyze the Samples in accordance with the specific Order and prepare reports for the Partner in relation to all provided Samples that it analyses and in respect of which it renders the Services in terms hereof ("Reports").
 - b) CENTOGENE will make available the Reports to the Responsible Physician through CENTOGENE's own download portal (CentoPortal®).
 - c) Any provided Report applies only to a specific Sample tested under the stated test conditions and the test results are not necessarily indicative of the qualities of apparently identical or similar test or operating conditions. CENTOGENE shall have no liability for any deductions, inferences or generalizations drawn by the Responsible Physician, the Partner (or any other parties) from a Report.
 - d) Should additional work be required to be undertaken by CENTOGENE for verification purposes of a report, CENTOGENE shall be entitled to claim reasonable costs incurred for the additional work involved, provided the original findings are verified.
 - e) Partner's Responsible Physician may provide the Reports to the Patient, primary care physician or third parties (depending on the Patient's consent and local laws) absolutely unchanged (including, but not limited to CENTOGENE's letter head, the content and the format of CENTOGENE's original Report), and under no circumstances under its own or the label of a third party.

- f) In case of any uncertainties, deficiencies or any other possible defect in the provided Report, the Responsible Physician shall immediately notify CENTOGENE in writing, electronically or by phone and request further clarifications and eventual amendments to the provided report. CENTOGENE shall without delay investigate assumed shortcomings of the report, and if objections are justified amend the Report accordingly.
 - g) Any preparation and processing of a Sample from Patients' material provided to CENTOGENE by Partner and the necessary genetic and/or biochemical testing itself are based on the highest and most current scientific and analytical standards. However, in very few cases genetic or biochemical tests may not show the correct result, e.g. because of the quality of the material provided by Partner to CENTOGENE or in cases where any test provided to CENTOGENE fails for unforeseeable or unknown reasons that cannot be influenced by CENTOGENE in advance. In such cases, CENTOGENE shall not be responsible and/or liable for the incomplete, potentially misleading or even wrong result of any testing if such issue could not be recognized by CENTOGENE in advance.
 - h) On written request of the Responsible Physician and/or a reference laboratory and subject to a respective consent of the Patient, either provided in copy or by confirmation of the Responsible Physician, CENTOGENE will provide solely to the Responsible Physician the raw data of a conducted analysis.
- 3. Data Usage**
- a) By providing an Order to CENTOGENE, the Partner agrees, confirms and warrants to CENTOGENE that, subject to the Patient's specific ICF provided, CENTOGENE is entitled and is legally permitted to store, retain and utilize for its own commercial, non-commercial, scientific and/or research purposes, all and any (a) Samples received from Partner in terms hereof, (b) corresponding Patient data received from Partner, and (c) copies of all Reports ((b) and (c) collectively the "Data").
 - b) By providing an Order, the Partner is obliged to undertake all means necessary to obtain all necessary approvals (including that of the Patient), contractual undertakings and/or other necessary permissions as may be required in accordance with applicable laws in order to ensure that CENTOGENE can store, retain and utilize the Data as aforesaid ("Data Utilization"). The Partner shall - insofar as possible - use CENTOGENE's ICF to obtain all necessary approvals.
 - c) With regard to the Data Utilization CENTOGENE shall take all such steps as may be necessary to ensure that the Data is either fully anonymized or respectively pseudonymized in such a manner that it is impossible for any party other than CENTOGENE to ascertain what Patient particular anonymized Data relates to.

Article 5 Terms applying solely to the sale of products

1. Ordering of Products and shipment

- a) A Partner may order certain Products on CENTOGENE's website or by ordering upon receipt of a separate quote by CENTOGENE in accordance with these GTC.
- b) Each delivery of Products shall be:
 - initiated by a Product Order placed by the Partner to CENTOGENE in writing or by email;
 - followed by the acceptance of the order by CENTOGENE, and
 - leading to the shipment of the ordered Products, in accordance with the Product Order duly filled in and signed by an authorized person of Partner.
- c) CENTOGENE is authorized to make deliveries in installments. Each installment may be invoiced separately.
- d) Shipment of the ordered Products from CENTOGENE to Partner shall be made EXW (Incoterms 2010).
- e) CENTOGENE reserves ownership title over Products delivered by it until the Partner has duly fulfilled all of its obligations arising from the business relationships with CENTOGENE.
- f) The Products subject to reservation of title may neither be pledged nor transferred as security.
- g) Partner is only authorized to use the Products in the usual course of its business.

2. Warranty and provisions of use

- a) CENTOGENE warrants that the Products are manufactured under professional standards and in accordance with applicable regulations.
- b) Products are developed and designed to be used in laboratory diagnostic procedures and the Partner is obliged to obtain approval of the competent authority to conduct such procedures if such approval is necessary.
- c) Notification of defects of supplied Products or deviations of quantity or incorrect deliveries shall be made in writing at the latest within one week after receipt of the Products. Latent defects shall be notified without undue delay after their discovery. The failure to comply with these deadlines shall result in the automatic loss of any warranty claims which might otherwise have existed.
- d) In the case of justified objections, CENTOGENE shall, within a reasonable period, resupply the missing quantities, or, at CENTOGENE's discretion replace the Products or rectify the defect.
- e) No warranty claims or damage claims or reimbursement of expenses shall be allowed in the event of inappropriate handling and processing of the Products.

Article 6 General Provisions

1. Compliance with Laws, Permits, Consents, Approvals and Representations

Each Party represents and warrants to the other Party:

- a) By entering into an Agreement each Party will comply with all laws, rules, regulations, orders and/or bylaws applicable to its performance of the Agreement, and will adhere to the principles of good clinical practice. Each Party is responsible for obtaining all and any such permits, consents and approvals as it may require to carry out and to perform its tasks under the Agreement.
- b) That it is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation. It has all requisite power and authority to carry on its business and to own and operate its properties and assets. The execution, delivery and performance of any Agreement has been duly authorized by its authorized body. Such Party has obtained all authorizations, consents and approvals, governmental or otherwise, necessary for the execution and delivery under the Agreement, and to otherwise perform such Party's obligations under the Agreement.
- c) There is no pending or, to its knowledge, threatened litigation or other legal process involving it which would have any material adverse effect on the Agreement or on its ability to perform its obligations hereunder.
- d) There is no indenture, contract, or agreement to which it is a Party or by which it is bound which prohibits or would prohibit the execution and delivery by it under the Agreement or the performance or observance by it of any material term or condition under the Agreement.

2. Intellectual Property

- a) All intellectual property rights to the Services or Products, including patent rights, copyrights, trade mark rights, firm name or other designations and know-how insofar as they exist, in any territory, are the entitlement of CENTOGENE ("CENTOGENE IP-Rights").
- b) The Partner will not contest the CENTOGENE IP-Rights itself or have same contested by third parties, or support third parties in contesting same in any form or register such in its own name. If Partner is in breach of this provision, CENTOGENE is entitled to terminate the Agreement without notice for good cause, may claim damages and reserves the right to take further legal measures.
- c) Partner may not in its name obtain protection for or register trademarks, trade names or other designations of CENTOGENE or such trademarks, trade names or other designations which are identical or similar to those of CENTOGENE or intellectual property rights - insofar as these are susceptible to registration - either within or outside the Territory assigned to it. Accordingly, Partner is likewise not entitled to adopt and register the aforesaid CENTOGENE IP-Rights and/or designations as part of its business name or domain name in the commercial register, any other public register or any other certification center. In particular, the Partner is prohibited from using the designations or the symbols, advertising slogans or other designations belonging thereto or from using the trade or business secrets for any products or services other than the Products or Services under the Agreement or for other sales systems.

3. Use of Trademarks

- a) Products and Services supplied to the Partner are marked with the respective trademarks ("Product Trademarks"), which may not be modified or removed and no further materials, documents, stickers, etc. may be added to the Products or Results of the Services.

- b) Partner may use the Product Trademarks and those other trademarks, trade names, service marks and logos of CENTOGENE contained in or on the Products and the Reports provided under the Services (“CENTOGENE Marks”), but only as set forth, and in the manner indicated. Prior to any such use, Partner shall, in writing or by email, provide to CENTOGENE copies of any such materials at least ten (10) business days before their proposed release and obtain CENTOGENE’s prior approval (in writing or by email) to use CENTOGENE Marks in connection therewith. CENTOGENE shall not unreasonably withhold or delay its approval of such materials.
- c) Partner shall not advertise, promote or sell Products or Services under any trademark, trade name or logo other than the Product Trademark, or use any CENTOGENE Marks as part of its public title or act in any other way which might result in public deception or confusion as to the fact that CENTOGENE is the source of the Products or Services and that CENTOGENE and Partner are separate and independent entities.
- d) Except as set forth in paragraph 2 of this section 5., CENTOGENE shall retain all rights, titles and interest in the CENTOGENE Marks, and all goodwill arising from Partner’s use of the CENTOGENE Marks shall inure solely to the benefit of CENTOGENE. Partner shall not assert any claim to the CENTOGENE Marks (or any confusingly similar mark) or such goodwill either during or after the term of the Agreement. At no time during or after the term of the Agreement Partner shall not challenge or assist others to challenge the CENTOGENE Marks or the registration thereof or attempt to register any trademarks, trade names, service marks or logos confusingly similar to the CENTOGENE Marks.
- 4. Prices, Costs, and Payment Terms**
- a) CENTOGENE will invoice Partner for provided Services and for ordered and delivered Products in general with CENTOGENE’s standard prices (hereinafter “Standard Prices”) as published on the Website at the time of Partner’s respective Order and in accordance with provisions of an Agreement or these GTC. Any eventual discounts and deviations shall in each case be determined in writing in an Agreement.
- b) CENTOGENE shall invoice the Partner directly or indirectly together with the provision of the Services or delivery of the Product, in each case in Euro. It is in CENTOGENE’s own discretion to demand pre-payments from Partner. Partner shall pay each invoice in Euro within a period of 30 calendar days after date of the respective invoice to CENTOGENE’s bank account, by credit card or cheque (as indicated on the respective invoice) free of charge for CENTOGENE and without any deductions whatsoever.
- c) Unless otherwise specified in writing by CENTOGENE, the prices are exclusive of transportation costs, insurance costs, license fees, customs duties, or sales or other similar taxes. Partner shall pay all such duties or taxes except for the taxes imposed on CENTOGENE’s net income.
- d) Any taxes such as VAT, where applicable and due within the Territory, shall be covered by Partner.
- e) In the event of untimely payment, CENTOGENE may calculate and claim interest on the due amount at nine percent (9%) points above the base rate as set forth in Section 247 of the German Civil Code (*BGB*).
- 5. Time frame and delivery**
- a) Dates and time given for Service completion and Product delivery are given as estimates only and do not constitute term or condition.
- b) CENTOGENE shall use its best efforts to render the Services and to deliver Products within the estimated time frames as communicated on the Website or as agreed in the order or Agreement. CENTOGENE shall, as soon as reasonably possible, notify the Partner if any circumstances arise, which hinder or delay the performance of the Services and delivery of the Products. The execution time shall be extended accordingly upon the occurrence of any such circumstances. While CENTOGENE will use all reasonable endeavors to meet any time estimation, it reserves the right to amend such estimation if it is absolutely necessary due to unforeseeable situations.
- c) Failure by CENTOGENE to timely deliver one or more installments of Services and/or Products shall not entitle Partner to claim compensation or to terminate or suspend the respective Order or Agreement or reject those or subsequent deliveries.
- d) CENTOGENE may withhold any further performance of the Services or deliveries of the Products if the payments are due and not paid by Partner within of (30) days of the date of invoice or the respective due date, unless otherwise agreed in an Order or Agreement.
- 6. CENTOGENE’s Liability, Indemnity**
- a) CENTOGENE shall be liable in accordance with the statutory provisions for any breach by it of material contractual obligations of the Agreement, i.e. contractual obligations, the performance of which characterize the contract and which are necessary for its proper implementation. CENTOGENE shall not be liable for any other breaches of an Agreement and all further contracts agreed upon by the Parties in implementing an Agreement, unless damage has been caused pursuant to the intentional or grossly negligent acts or omissions of its statutory representatives or senior employees and agents engaged by CENTOGENE to assist it in complying with its obligations in terms hereof. CENTOGENE shall also not be liable or responsible for any delays and/or damages arising due to and/or in connection with inappropriate or unsuitable Samples having been provided to it for purposes of the provision of the Services by the Partner.
- b) In the absence of intentional conduct, CENTOGENE shall be liable only for reasonably foreseeable damage that occurs.
- c) The foregoing shall not affect the liability of CENTOGENE for negligent injury to life, body or health.
- d) The claims for damages under Article 6 para 6. lit. a) to c) above shall prescribe in accordance with the applicable statutory periods.
- e) Partner shall indemnify and hold CENTOGENE harmless from and against all and any claims, actions, suits, demands, assessments or judgments asserted against CENTOGENE, and any and all losses, liabilities, damages, costs and expenses incurred by (including indirect or consequential loss or damages such as, but not limited to, loss of profit, loss of revenue, or loss of contracts) as a result of or in connection with a breach of any of the provisions of this Agreement by the Partner, including, without limitations, the provisions of this Article 6.
- 7. Confidentiality Obligations**
- a) Each Party may, for purposes of the implementation and performance of the Agreement, exchange with or disclose to the other Party non-public information and/or data, which either has been identified in writing as being of a confidential nature, or is of such a nature (or has been disclosed in such a way) that it should be obvious to the other Party that it is claimed as being confidential (hereinafter “Confidential Information”).
- b) Unless otherwise agreed in writing, the receiving Party shall keep the Confidential Information strictly confidential, shall only use the Confidential Information for the purpose of the Agreement, disclose it only to such of its employees as have a need to know, and not disclose the Confidential Information to third parties without the prior written consent of the disclosing Party. Each Party shall also treat the details of this Agreement, the details of the negotiations leading to this Agreement, and the information handed over to such Party during the course of negotiations strictly confidential.
- c) The aforesaid confidentiality obligations shall not apply to any information that (i) is, at the time of disclosure, already in the receiving Party’s possession; (ii) is or becomes generally available to the public other than as a result of a breach of the Agreement; or (iii) becomes available on a non-confidential basis to the receiving Party from a source other than the disclosing Party, provided that such source is not bound by a confidentiality agreement or other legal or fiduciary obligation of secrecy; or (iv) is required to be disclosed by applicable law or order of a court of competent jurisdiction (provided, that in either case if receiving Party is required to make such disclosure, it shall immediately give written notice to disclosing Party of its obligation to make such disclosure).
- d) Without in any way detracting from the generality of the foregoing, the Parties furthermore expressly undertake to maintain data confidentiality with respect to the personal data of Patients. Partner shall ensure that its obligations owed to CENTOGENE in terms hereof do not conflict with any data protection regulations.
- 8. Force Majeure**
- a) If a Party is unable to fulfill its contractual obligations in terms hereof due to force majeure, such Party shall be excused from the performance of the affected obligation for as long as the event of force majeure lasts; however, it shall immediately inform the other Party in writing. Force majeure shall mean all unavoidable and unforeseeable events beyond the reasonable control of the Party affected which prevent or delay the total or partial carrying out of obligations under the Agreement. Such events shall include, inter alia, earthquakes, typhoons, flood, fire, war, failures of international or domestic transportation, acts of government or public agencies, epidemics, civil disturbances, strikes, lockouts and other events which are accepted as force majeure in general international commercial practice.
- b) In the event of force majeure, the Parties shall immediately consult with each other in order to find an equitable solution and shall use all reasonable endeavors to minimize the consequences of such force majeure. If the consequences of force majeure materially and adversely affect the rights of a Party under the Agreement and the Parties have not found an equitable solution within a period of six months after the occurrence of the event of force majeure, then the affected Party may terminate the Agreement.
- 9. Termination**
- a) The Agreement may also be terminated besides upon the expiry of the period for which it was concluded as stipulated in the Agreement:
- by agreement in writing between the Parties;
 - by either Party for reasons of good cause with immediate effect. Good cause for termination by CENTOGENE shall exist if Partner defaults in the

performance of any of its material obligations hereunder and if any such default is not corrected within thirty (30) days after written notice by CENTOGENE;

- by CENTOGENE, if Partner has failed to pay three (3) subsequent invoices.
 - (a) upon the institution by the Partner of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of its debts; (b) upon the institution of such proceedings against Partner, which are not dismissed or otherwise resolved in its favor within sixty (60) days thereafter; (c) upon the Partner's making of a general assignment for the benefit of creditors, or (d) upon the Partner's dissolution or ceasing to conduct business in the ordinary course; or
 - upon written notice if there is a change in ownership or control in the Partner. For the purposes of this Section a transfer of twenty-five percent (25%) or more of an ownership interest or the voting rights shall be considered a change of ownership.
- b) Unless the Agreement is terminated pursuant to a breach of Partner, all Orders/Product Orders issued prior to the expiration of an Agreement shall be fulfilled pursuant to and subject to the terms of an Agreement, even if the agreed delivery dates are after expiration. Upon termination of the Agreement pursuant to a breach of Partner, CENTOGENE may, at its sole discretion, cancel or fulfill any outstanding Orders / Product Orders. In case CENTOGENE decides to fulfill Partner is obliged to pay the agreed price for the Services or Products.
- c) The rights and duties established during the term of the Agreement shall continue to apply after termination or expiry of the Agreement to the extent that they were created still during the term, including, but not limited to, the rights and duties arising out of or in connection with this Article 6 paras 2, 3, 6 and 7.
- d) Both Parties acknowledge that they have considered the possibility of expenditures necessary in preparing for the performance of the Agreement and the possible losses and damage incident to each in the event of termination. Neither Party shall be liable to the other for indirect, incidental or consequential damages including but not limited to loss of profits or other economic loss, by reason of the expiration or termination of the Agreement at any time. Without limiting the generality of the foregoing, the Parties expressly agree that the Agreement is such between two independent Parties, that Partner does not act as a sales agent or an authorized dealer of CENTOGENE and that any expiration or termination of the Agreement shall not entitle
- CENTOGENE to claim from Partner any delivery or assignment of the contact details of the Partner's customers;
 - Partner to claim from CENTOGENE any authorized dealers' indemnity or compensation payment of any kind or to a settlement, on any legal ground whatsoever; and
 - Partner to claim any sales agent indemnification claim pursuant to Section 89b German Commercial Code (*HGB*) with regard to any of Partner's operation inside or outside of the agreed Territory.
10. **Miscellaneous**
- a) The relationship between the Parties established under the Agreement is that of independent contractors and neither Party is a partner, employee, agent or joint venture partner of or with the other. Unless otherwise agreed by the Parties in writing, neither Party shall have any right or authority to assume or create any obligation, or to make any representation or warranty, for and/or on behalf of the other Party or to bind the other Party in any manner whatsoever.
- b) Neither Party shall use the name of the other Party, or of any staff member, employee, student, or agent of the other Party, or any adaptation, acronym or name by which the other Party is commonly known, or any trademark, logo, symbol or other image of the other Party, in any advertising, promotional or sales literature or in any publicity without the prior written approval of the Party or individual whose name is to be used.
- c) No Party shall assign the Agreement to any third party without the prior written consent of the other Party.
- d) German law shall apply. The UN Convention on Contracts for the International Sale of Goods (CISG) shall not be applicable. The legal venue for any disputes arising from or in relation to the Agreement and the aforesaid matters shall be Berlin, Germany.
- e) The failure of either Party to enforce any of the terms or conditions hereof shall not be deemed a waiver of such party's right to enforce the Agreement.
- f) CENTOGENE reserves the right to amend these GTC at any time, in which case the Partner shall be duly informed in advance.