GENOMICS INNOVATIONS COMPANY LIMITED (LIFERA OMICS)

TERMS AND CONDITIONS ("TERMS AND CONDITIONS")

1. ARTICLE 1: GENERAL

1.1 Genomics Innovations Company Limited ("**COMPANY**"), is engaged in the supply of genetic and biomolecular testing services related to the analysis of Samples (as defined below) for Patients (as defined below) with suspected genetic disorders, as well as in the sale of certain affiliated products to our PARTNERS (as defined below), COMPANY and a PARTNER shall be referred herein either individually as a "**Party**" or together as the "**Parties**".

1.2 Unless otherwise expressly agreed in writing, the supply of Products and/or provision of Services are subject to these terms and conditions, as may be amended from time to time by COMPANY. Any deviating Terms and Conditions of a PARTNER or other document shall not apply and COMPANY specifically rejects any different or additional terms and conditions proposed by PARTNERS, unless explicitly agreed in writing by COMPANY, in accordance with clause 11.11.

2. ARTICLE 2: DEFINITIONS AND INTERPRETATION

2.1 In these Terms and Conditions, the following terms have the following meanings unless the context requires otherwise:

ABC Laws:	any 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;
Agreement:	a commercial agreement or any other contractual relations (including but not limited to non-commercial, research and other relations) entered into between COMPANY and PARTNER with regard to the supply of Products and/or provision of Services;
Affiliates:	any entity now or in the future, directly or indirectly owned or controlled by or that directly or indirectly owns or controls COMPANY or that is owned or controlled by a person that owns or controls COMPANY. An entity shall be deemed to be "owned or controlled" by a person if that person has a direct or indirect right to vote a sufficient portion of the subject entity's equity securities (or other voting interests) to control management's policies and directives;
Applicable Data Protection Laws:	any 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: (a) the General Data Protection Regulation (EU) 2016/679 ("**GDPR**"); (b) the German Federal Data Protection Act (Bundesdatenschutzgesetz); (c) the provisions of the German Genetic Diagnostics Act (Gendiagnostikgesetz); (d) the Kingdom National Data Management Office's Interim Regulations on Personal Data Protection, the Kingdom Ministry of Health's Guidelines for Informed Consent; and (e) 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	any applicable national and international export controls, sanctions laws, regulations and

Sanctions Programs:	programs;
Applicable Law:	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;
Company:	has the meaning given to it in the Recitals;
Company Marks:	has the meaning given to it in clause 9.2
Company Service Data:	has the meaning given to it in clause 9.1(b)
Confidential Information:	has the meaning given to it in clause 9.3(a);
Data:	has the meaning given to it in clause 5.4;
ICF:	the informed consent form signed by the Patient (a template provided in Annex 2);
Improvements:	any improvement, customization, enhancement, update, modification, or derivative work;
Intellectual Property Rights:	all algorithms, application programming interfaces, apparatus, concepts, data, databases and data collections, designs, diagrams, documentation, drawings, flow charts, formulae, ideas and inventions (whether or not patentable or reduced to practice), know-how, materials, marketing and development plans, marks (including brand names, product names, logos, and slogans), methods, models, net lists, network configurations and architectures, procedures, processes, protocols, schematics, software code (in any form including source code and executable or object code), specifications, subroutines, techniques, tools, uniform resource identifiers including uniform resource locators (URLs), user interfaces, web sites, works of authorship, and other forms of technology;
Intellectual Property Rights:	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 mask works; (b) trademark and trade name rights and similar rights; (c) trade secret rights; (d) patents and industrial property rights; (e) other proprietary rights in Intellectual Property of every kind and nature; (f) all registrations, renewals, extensions, combinations, divisions, or reissues of, and applications for, any of the rights referred to in clauses (a) through (e) of this definition; and (g) all enforcement rights with respect to any of the foregoing (including the right to seek and recover damages and equitable relief for any infringement, misappropriation, dilution, or violation of any of the foregoing);

New Services IPR:	has the meaning given to it in clause 9.1(b);
Order:	an order for Products and/or Services placed by PARTNER;
Partner:	any person who is legally entitled to place Orders with COMPANY, relating to COMPANY's Services and Products, including but not limited to Responsible Physicians, hospitals, pharmaceutical companies, and reference laboratories;
Patient	any individual patient whose Sample is subject to Services provided by COMPANY;
Price:	has the meaning given to it in clause 7.1;
Product:	any products developed, produced and/or supplied by COMPANY;
Responsible Physician:	a person legally qualified and licensed to practice medicine in accordance with Applicable Law and legally authorized to request genetic and biomolecular testing services related to the diagnosis of Patients with suspected genetic disorders;
Regulatory Authority:	any national, regional, state or local regulatory agency, department, bureau, commission, council, notified body 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 Products and/or Services;
Results Report:	any written and/or electronic analysis report on the results of an analyzed Sample;
Quotation:	has the meaning given to it in Annex 1;
Sample:	(a) biological material, blood, purified DNA, tissue, saliva or buccal swab, or raw DNA sequencing data, representing the genetic information from such biological material; or (b) in the case COMPANY does not receive the biological material, but receives the resulting raw data files, or a combination of Samples (e.g., biological material and raw DNA sequencing data); each or together collected, processed and stored in accordance with Applicable Laws and provided to COMPANY by PARTNER for the purpose of providing the Services;
Services:	any services provided by COMPANY, 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, whole genome sequencing, and other services;
TAT:	has the meaning given to it in clause 5.3(a);
Territory:	any territory of market for which the Services are provided by COMPANY, as agreed between the Parties; and
Portal:	COMPANY's Portal accessible under the URL https://www.centoportal.com/ as amended from time to time.

3. ARTICLE 3: ORDERS

3.1 All Orders must include the quotation number provided in COMPANY's Quotation.

3.2 Information contained in a Quotation or provided to PARTNER by COMPANY's subcontractors or employees on its instructions, constitutes an invitation to treat but does not constitute an offer by COMPANY to supply Products and/or Services. By placing an Order, PARTNER makes an offer to COMPANY to purchase the Products and/or Services. All offers of COMPANY for Services and Products, by written quote or by email, shall be free of any obligation and non-binding on COMPANY. Any Order will be accepted, subject to obtaining all the relevant and complete information from the PARTNER.

3.3 The Terms and Conditions shall form part of any Order placed by the PARTNER. Once an Order has been placed as per Clause 3.4, it will be deemed accepted, unless COMPANY informs PARTNER that the Order is incorrect or incomplete. Once the Order has met the requirements, PARTNER may not cancel the Order.

3.4 A PARTNER may order Services by electronic Order via the Portal for specific Samples of specific Patients based on the Quotation provided to PARTNER by COMPANY.

3.5 Whilst COMPANY will use commercially reasonable efforts to supply PARTNER with the Products and/or Services listed on the Order, there may be occasions where COMPANY is unable to supply these Products and/or Services including but not limited to the below:

(a) such Products or Services are no longer being manufactured or available;

(b) COMPANY is unable to source relevant components or parts for Products; or

(c) there was an error in the Quotation (as determined by COMPANY).

In such circumstances, COMPANY will contact PARTNER and may suggest alternative Products, or Services that PARTNER might wish to purchase (at the same or different Price). In the event of clause 3.5(c)an error in Quotation, COMPANY will communicate the correct Price to PARTNER. If PARTNER does not accept COMPANY's proposed substitution or the Price modification, then COMPANY will cancel the Order and refund any fees that PARTNER may have paid to COMPANY in respect of the Order.

4. ARTICLE 4: SUBMISSION OF SAMPLES

4.1 Once an Order has been confirmed by COMPANY to PARTNER, PARTNER should submit a request for testing Services in accordance with COMPANY´s or its subcontractor's instructions on procedures for collecting Samples from Patients, including clause 5.5 below.

4.2 The PARTNER shall make available the Sample(s) to COMPANY for collection or its designated location, together with COMPANY´s form containing the details of the Order, ICF (template provided under Annex 2), including any Quotation number and signed by the Responsible Physician as instructed on the Portal. The PARTNER shall handle, store, and process any Samples, ready for COMPANY's collection, in accordance with Applicable Law and instructions provided by COMPANY or subcontractors.

4.3 For the avoidance of doubt, should a PARTNER have clinical updates which could impact the Results Reports, requiring additional Samples to be sent to COMPANY, then a new Order must be placed by the PARTNER.

5. ARTICLE 5: ANALYSIS AND RESULTS

5.1 **Results Reports**

(a) If the necessary documentation of an Order is complete and accurate, and COMPANY has received the Sample(s) from PARTNER, COMPANY or its subcontractors shall analyze the Sample(s) in accordance with the specific Order and draw up a report summarizing the results ("**Results Report**").

(b) COMPANY shall make available the Results Reports solely to the Patient's Responsible Physician and only via the Portal in accordance with Applicable Law.

(c) Each Results Report refers 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. COMPANY shall not be liable for any deductions, inferences or generalizations drawn by the Responsible Physician, the PARTNER (or by any other third party) from a Results Report.

(d) Should any additional work be required to be undertaken by COMPANY for verification purposes of a Results Report, COMPANY shall be entitled to claim costs and fees incurred for any additional work, provided, the original findings are verified by COMPANY and the Parties have agreed such additional costs and fees in writing.

(e) PARTNER shall only receive the Results Report if a Patient expressly consented thereto in the Patients' ICF. PARTNER's Responsible Physician may provide the Results Reports to the Patient and their primary care physician (in accordance with the Patient's ICF and Applicable Law) unchanged (including, but not limited to COMPANY´s or together with the subcontractor's letter head, the content and the format of the original Results Report), and under no circumstances under its own or the label of a third party, unless otherwise agreed to by the Parties.

5.2 **Defects**

In case of any uncertainties, deficiencies or any other possible defect in the provided Results Report, the PARTNER shall immediately, and in no less than 48 hours, notify COMPANY in writing, electronically or by phone and request further clarifications and eventual amendments to the provided Results Report. COMPANY shall without delay investigate alleged shortcomings of the Results Report and if objections are justified, COMPANY or subcontractor shall amend the Results Report accordingly. For the avoidance of doubt, COMPANY shall not be held responsible for the results of the Results Report which have been provided by subcontractors.

5.3 **Performance of the Analysis**

(a) COMPANY shall use commercially reasonable efforts to render the Services within the estimated time frames, the turnaround time ("**TAT**") shall be provided in the Quotation (Annex 1). COMPANY reserves the right to amend such TAT, as necessary.

(b) Failure by COMPANY to timely deliver one or more Services to PARTNER shall not entitle PARTNER to claim compensation or terminate or suspend the respective Order or reject the affected or subsequent Services. For the purposes of this Agreement, delivery timelines and performance periods shall be calculated in business days, excluding weekends and officially recognized public holidays in the jurisdiction where the Services are performed. COMPANY shall, as soon as reasonably possible, notify the PARTNER if any circumstances arise, which will delay the performance of the Services.

(c) COMPANY provides its Services in accordance with the state-of-the-art scientific and analytical methods. However, COMPANY assumes no liability for any possible inaccuracy of the generated testing results and/or the respective Results Report due to inadequate Samples or failure of the PARTNER, Responsible Physician or Patient to follow any written instructions by COMPANY and/or its subcontractors but not limited to, providing adequate clinical information.

(d) COMPANY may subcontract the performance of Services to subcontractors, provided, that:

(i) such subcontractor performs those Services in a manner consistent with these Terms and Conditions including any Applicable Law; and

(ii) COMPANY remains liable for the performance of such subcontractor.

(e) In the event COMPANY does not receive the respective required clinical information for the requested Service per written instructions, or a contaminated or inadequate Sample, such Service cannot be performed, especially if the missing clinical information would negatively affect the quality of the interpretation of the Patient's genetic data beyond medically acceptable levels.

(f) Due to maintenance work and such, access temporarily may not be available to the Portal. The periods of any maintenance will be announced, if feasible and planned. It is recommended for a Partner to always download the Results Reports immediately after they have been made available in order to be able to access them at a later date.

5.4 **Data Processing**

(a) Each Order must contain a copy of the ICF(s) with regard to the specific Order and the ICF(s) shall be provided using COMPANY's template, as seen under Annex 2.

(b) COMPANY retains the right to refuse the processing of any Order or part of an Order, if:

(i) an ICF is not provided to COMPANY;

(ii) such ICF is incomplete or incorrect; or

(iii) such ICF or confirmation from the Patient is not provided on COMPANY's templates and the documents provided do not fulfill the standards required under Applicable Law.

(c) By submitting an Order to COMPANY, PARTNER confirms and warrants to COMPANY that PARTNER obtained all necessary approvals and consents (including that of the Patient), in accordance with the ICF, and that COMPANY is permitted to store, retain and utilize for its own commercial, non-commercial, scientific and/or research purposes, any and all:

(i) Samples received from PARTNER;

(ii) corresponding Patient data received from PARTNER; and

(iii) copies of all Results Reports ((i) and (ii) collectively the "**Data**").

(d) PARTNER warrants that it has obtained all necessary approvals, permits, authorizations contractual undertakings and/or other necessary permissions as may be required, including the ICF per Patient, in accordance with Applicable Laws to ensure that COMPANY can store, retain and utilize the Data.

(e) Further information about COMPANY's Data processing can be found in the COMPANY's Data protection policy published on its Portal.

5.5 **Test Collection Kits**

If test collection kits (e.g., including but not limited to, containing a dried blood spot collection card for genetic testing, ICF and

accompanying documentation) are used to provide the Sample, the following provisions apply:

(a) PARTNER acknowledges the test collection kits are developed and designed to be used in COMPANY and or its subcontractor's laboratory diagnostic procedures;

(b) PARTNER shall obtain any required permits, licenses, approvals, or authorizations of any Regulatory Authorities to conduct procedures using test collection kits where approvals or registrations are necessary;

(c) PARTNER shall provide COMPANY with a copy of any permits, approvals or authorizations and provide copies of any material correspondence with Regulatory Authorities to COMPANY upon its reasonable request; and

(d) PARTNER shall follow any written instructions provided with the test collection kits including with respect to expiry or shelf-life.

6. ARTICLE 6: TERMS APPLYING SOLELY TO THE SALE OR PROVISION OF PRODUCTS

6.1 Ordering of Products and Shipment

(a) A PARTNER may order certain Products listed on COMPANY's Portal, by requesting a separate Quotation by COMPANY for the Products in accordance with these Terms and Conditions and initiating an Order for Products placed by PARTNER to COMPANY in writing or by email.

(b) Each Order shall be:

(i) deemed approved, subject to an acceptable complete and accurate Order placed by the PARTNER; and

(ii) lead to the collection of the Samples from the PARTNER.

(c) COMPANY is authorized to make deliveries in installments. Each installment may be invoiced separately.

(d) Shipment of the ordered Products from COMPANY to PARTNER shall be made EXW (Incoterms 2020).

(e) COMPANY reserves ownership title over Products delivered by it until the PARTNER has duly fulfilled all of its obligations arising from the business relationships with COMPANY. Unless otherwise notified by COMPANY in writing, the right to retake possession of the Products purchased from COMPANY shall remain with COMPANY until all sums owing to it by PARTNER in respect of the Products shall have been paid in full.

(f) The Products subject to reservation of title pursuant to Article 6.1(c) may neither be pledged nor transferred as security.

(g) Risk of loss or damage to all Products hereunder will pass to PARTNER upon COMPANY's delivery of the Products to its carrier.

(h) PARTNER is only authorized to use the Products in the usual course of its business.

6.2 Provisions of Use

(a) Products are developed and designed to be used in laboratory diagnostic procedures and PARTNER is obliged to obtain permits, approvals and authorizations of any Regulatory Authorities to conduct such procedures in accordance with Applicable Law.

(b) Notification of defects of supplied Products or deviations of quantity or incorrect deliveries shall be made in writing by PARTNER within not less than one week after receipt of Products including a full description and evidence of any defects or deviations.

(c) Latent defects shall be notified by PARTNER to COMPANY without undue delay after their discovery. Any 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, COMPANY shall, within a reasonable period, resupply the missing quantities of Product, or, at COMPANY´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, processing, storage or shipping of the Products by PARTNER or Patient.

7. ARTICLE 7: PRICING AND PAYMENT

7.1 Prices, Costs, and Payment Terms

(a) COMPANY shall invoice PARTNER for Products and/or Services provided, in general according to the price list contained in the Quotation (hereinafter "**Prices**") as provided to PARTNER in its validity period and in accordance with provisions of these Terms and Conditions. Any discounts and other deviations must in each case be agreed upon in writing.

(b) COMPANY shall have the right to require upfront payment for Products and/or Services. Otherwise, Services shall be invoiced by COMPANY as soon as the Results Report is made available.

(c) Invoices shall be settled Saudi riyal (SAR), free of any deductions within thirty (30) days and payment shall be made by PARTNER via bank transfer or other payment channels as offered by COMPANY.

(d) Unless otherwise specified in writing by COMPANY, Prices shall exclude sales taxes, VAT or other similar taxes.

(e) COMPANY shall charge PARTNER for a service fee in each invoice. The amount of the service fee is dependent on the type of invoicing (single Orders or bulk Orders) as per COMPANY's Prices.

(f) COMPANY reserves the right to withhold performance of Services of any future Order, if payments are due and not paid by PARTNER within thirty (30) days of the date of invoice. At COMPANY's discretion, may pursue all remedies available under this Agreement or provided by Applicable Law.

8. ARTICLE 8 LIABILITY

8.1 Indemnity

PARTNER shall indemnify and hold harmless COMPANY and its respective employees, personnel, agents, consultants, contractors and subcontractors from and against any and all claims, actions, suits, demands, assessments or judgments asserted against COMPANY, and any and all losses, liabilities, damages, costs and expenses incurred by COMPANY as a result of or in connection with a breach of any of the provisions of these Terms and Conditions by PARTNER.

8.2 Liability

(a) These terms and conditions set out the full extent of COMPANY's obligations and liabilities in respect of the supply of the Products and the provision of any Services.

(b) There are no warranties, conditions or other terms that are binding on COMPANY except as expressly stated in the Terms and Conditions. Any warranty, condition or other term concerning the Products or Services which might otherwise be implied into or incorporated in the Agreement by Applicable Law in the country where Patient purchases the Products and/or Services or otherwise (including without limitation any implied term as to quality, fitness for purpose, reasonable care and skill) are hereby expressly excluded to the maximum extent permitted by law.

(c) Nothing in this Agreement shall exclude or limit the liability of either Party for:

(i) fraud (including fraudulent misrepresentation);

(ii) death or personal injury due to gross negligence;

(iii) in the case of PARTNER, clause 8.1;

(iv) willful misconduct; or

(v) any other liability which cannot be excluded or limited by Applicable Law.

(d) Subject to clauses 8.1(c) and 8.1(e):

(i) each Party shall only be liable for direct loss arising in relation to a breach of this Agreement;

(ii) each Party 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;

(iii) COMPANY shall not be liable or responsible for any damages arising due to and/or in connection with the medical evaluation by PARTNER, Responsible Physician or Patient, the use of filter tools provided by COMPANY or any reports issued by PARTNER, Responsible Physician or any third party (e.g., within bioinformatics Services); and

(iv) COMPANY shall not be liable for the incomplete, potentially misleading or wrong Results Reports of any testing Service where inappropriate or unsuitable Samples have been provided by the PARTNER or Patient; PARTNER, Responsible Physician or Patient have failed to comply with COMPANY's written instructions, or

where any testing Services provided fails for unforeseeable or unknown reasons that cannot be influenced by COMPANY in advance.

(e) Except for a claim for breach of an obligation to pay amounts due pursuant to this Agreement, and subject to clauses 8.2(c)and 8.2(d), COMPANY's total aggregate liability, 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 the sum paid for the Product or Service in question. In no event shall all recoveries, whether based on a single claim or on several claims, exceed the total sum of Orders placed during the past three (3) months, whichever is greater.

(f) Each Party acknowledges its general duty to reasonably mitigate any losses incurred in relation to an Agreement and, in any case, each Party shall reasonably mitigate any losses incurred by it in relation to this Agreement.

(g) If and insofar as PARTNER requests the destruction of (remaining) Sample(s) after the final Results Report or the filtered variant list has been provided and COMPANY is not able anymore to prove that the correct Sample was analyzed, such request shall be deemed a waiver of all claims regarding any alleged incorrect allocation of the respective Sample to the Patient who provided the Sample, which may or may not have happened at COMPANY. If PARTNER requests the destruction of Samples after the final Results Report or the filtered variant list has been provided to PARTNER or Responsible Physician, the respective Sample shall be deemed to be correctly allocated to the Patient.

(h) This clause 8 shall remain in full force and effect notwithstanding any termination or expiry of an Agreement.

9. ARTICLE 9 INTELLECTUAL PROPERTY

9.1 Intellectual Property Rights

(a) Unless expressly provided below, nothing in this Agreement shall operate to transfer ownership of, or grant any license or other rights, entitlements, or interests in or to, any Intellectual Property or Intellectual Property Rights of a Party or any of such Party's Affiliates, including, without limitation:

(i) any Intellectual Property or Intellectual Property Rights owned or controlled (including by way of exclusive license) by a Party or any of its Affiliates on or prior to the commencement date of the Agreement and Improvements thereto; or

(ii) any Intellectual Property or Intellectual Property Rights developed or acquired by a Party or any of its Affiliates independently of this Agreement and Improvements thereto; or

(iii) any third-party Intellectual Property or Intellectual Property Rights and Improvements thereto.

(b) Each Party agrees that:

(i) any data processed or generated exclusively in the performance of the Services ("**Company Service Data**") is, as between the Parties, owned by COMPANY, and PARTNER hereby assigns to Company all right, title and interest in and to such Company Service Data, subject to Applicable Laws.

(ii) to the extent that any new Intellectual Property Rights are created in the provision the Services that are not the subject matter of clauses 9.1(a)or (b), such new Intellectual Property Rights ("**New Services IPR**") are, as between the Parties, owned by the COMPANY, and PARTNER hereby assigns to COMPANY all right, title and interest in and to such New Services IPR; and

(iii) to the extent that any of the Intellectual Property Rights specified in clauses 9.1(a)or (b) are provided by a Party to the other Party with respect to the provision of receipt of the Services; each Party grants the other Party a non-exclusive license to use such Intellectual Property Rights for the duration of the term of the Agreement, in the Territory, solely to the extent necessary to enable such other Party to provide or receive the Services, as applicable.

(c) To the extent legal title in and to any Company Service Data or New Services IPR does not vest in COMPANY as described in clause 9.1(b), PARTNER grants to COMPANY an exclusive, worldwide, irrevocable, perpetual and royalty-free license to use, load, execute, store, transmit, display, copy, adapt, translate, add or delete, amend, modify, enhance, maintain, further develop, prepare derivative works, alter, sub-license and otherwise exploit such Company Service Data and New Services IPR.

(d) To the extent necessary to give effect to the provisions of this clause 9, each Party shall promptly do and perform, or cause to be done and performed (including, to the extent such Party is capable of causing such third party to do so, by any necessary third party), all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, including confirmatory assignments, as the other Party may reasonably request for the purpose of giving full effect to the provisions of this clause 9.

(e) PARTNER shall promptly transfer to COMPANY all Company Service Data or New Services IPR in its possession or under

its control when this Agreement expires or terminates for any reason, or at any time when COMPANY requests such transfer provided continued possession by PARTNER of such Company Service Data or New Services IPR is not reasonably necessary for COMPANY to continue to provide any of the Service. Other than any copies that remain in back-up storage on servers owned or controlled by PARTNER or its Responsible Physicians or unless required by Applicable Law, no copies of any Company Service Data or New Services IPR may be retained by PARTNER when this Agreement expires or terminates for any reason, except with the prior written consent of COMPANY.

9.2 **Use of Trademarks**

(a) PARTNER shall not adopt and register any Intellectual Property Rights of COMPANY 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, PARTNER shall not use the designations or the symbols, advertising slogans or other designations belonging to COMPANY or use any trade or business secrets of COMPANY other than the Products and/or Services sold or provided under these Terms and Conditions.

(b) PARTNER may use trademarks, trade names, service marks and logos of COMPANY and subcontractor contained in or on Products provided, e.g., Results Reports ("**Company Marks"),** but only as set forth, and in the manner indicated. Company Marks shall not be modified or removed and no further materials, documents, stickers, etc. shall be added.

(a) Prior to any such use, PARTNER shall, in writing or by email, provide to COMPANY copies of any such materials at least ten (10) business days before their proposed release and obtain COMPANY's prior approval (in writing or by email) to use Company Marks in connection therewith.

(b) PARTNER shall not advertise, promote or sell Services under any trademark, trade name or logo other than the Product Trademark, or use any COMPANY 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 COMPANY and its subcontractors is the source of the Products and/or Services and that COMPANY and PARTNER are separate and independent entities.

(c) Neither Party shall use the name of the other Party or its Affiliates or of any staff member, employee, 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.

9.3 **Confidentiality**

(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 any contractual agreements, the details of the negotiations leading to it, and the information handed over to such Party during 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 or the Data. PARTNER shall ensure that its obligations owed to COMPANY in terms hereof do not conflict with any Applicable Data Protection Laws.

10. ARTICLE 10 TERMINATION

10.1 Either Party may terminate the Agreement for convenience by providing thirty (30) days' written notice to the other Party.

10.2 COMPANY has the right to terminate the Agreement and/or any part of an Order:

(a) immediately if PARTNER has failed to pay three (3) consecutive invoices by the time permitted for payment under the Agreement;

(b) immediately upon PARTNER's insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of its debts or upon the initiation of such proceedings against PARTNER, which are not dismissed or otherwise resolved in its favor within sixty (60) days thereafter;

(c) immediately upon PARTNER´s general assignment for the benefit of creditors; and

(d) immediately upon the PARTNER´s dissolution or ceasing to conduct business in the ordinary course or if there is a change in ownership or control in PARTNER's entity.

10.3 COMPANY may, at its sole discretion, cancel or fulfill any outstanding Orders issued prior to the termination of an Agreement pursuant to and subject to these Terms and Conditions even if the agreed delivery dates are after termination. In the event COMPANY decides to fulfill the outstanding Orders, PARTNER is obliged to pay the agreed price for the Services.

10.4 Unless the Agreement is terminated pursuant to a breach of PARTNER, all Orders issued prior to the expiration of an Agreement shall be fulfilled pursuant to these Terms and Conditions, even if the agreed delivery dates are after expiration or termination. Upon termination of the Agreement pursuant to a breach of PARTNER, COMPANY may, at its sole discretion, cancel or fulfill any outstanding Orders / Product Orders. If COMPANY decides to fulfill PARTNER is obliged to pay the agreed price for the Services or Products.

10.5 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 clauses 2, 8, 9, 10, and 11.

10.6 If PARTNER requests the destruction of Samples after the final Results Report or the filtered variant list has been provided by COMPANY or its subcontractor to PARTNER, PARTNER will indemnify and hold COMPANY harmless from and against any and all claims (actions, suits, demands, assessments or judgments asserted) against COMPANY by the Patient in connection with incorrect allocation of the respective Sample to the Patient.

11. ARTICLE 11 MISCELLANEOUS

11.1 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, subject that the breach or delay in performance of its obligations under this Agreement if and to the extent that the breach or delay is caused by a force majeure event. However, the affected Party shall immediately inform the other Party in writing of such circumstances. 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 an Agreement. Such events shall include, inter alia, earthquakes, typhoons, flood, fire, war, failures of international or domestic transportation, hosting downtimes, acts of government or public agencies, epidemics, pandemics, civil disturbances, strikes, and lockouts.

(b) If such force majeure event lasts more than 90 consecutive days, then the affected Party shall be entitled to terminate the Agreement.

11.2 Compliance

(a) Each Party shall comply with all Applicable Laws.

(b) In the event of any investigation from any Regulatory Authorities or governmental authorities in the Territory or where Patients are located, PARTNER will immediately notify COMPANY and within not less than 48 hours, provide copies of any material communication with such Regulatory Authorities. PARTNER shall use good faith to consider any reasonable comments from COMPANY in any responses to such Regulatory Authorities or governmental authorities.

11.3 Entire Agreement

This Agreement sets 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.

11.4 No Agency

The relationship between the Parties 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 legally bind the other Party in any manner whatsoever.

11.5 **Assignment**

PARTNER may not assign any of its contractual rights and claims to any third party without the prior written consent of the COMPANY. COMPANY may assign, transfer or novate the Agreement without PARTNER's further consent and PARTNER hereby consents in advance to such assignment, transfer or novation.

11.6 **Severability**

If one or more provisions of the Terms and Conditions should become partly or completely invalid, this shall not affect the validity of the remaining provisions of the Terms and Conditions. In such case, the Parties shall endeavor to replace the invalid provision by a provision, the economic content of which comes as closely as possible to that of the invalid provision.

11.7 **Third Party Rights**

Each Party agrees that:

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

(b) 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.

11.8 **Language**

(a) This Agreement shall be executed in English.

(b) Any notice given in connection with this Agreement must be in English.

(c) Any other document provided by a Party in connection with this Agreement must be in English.

11.9 **Governing Law / Jurisdiction**

This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of the Kingdom of Saudi Arabia and the parties submit to the exclusive jurisdiction of the courts of the Kingdom of Saudi Arabia. The UN Convention on Contracts for the International Sale of Goods (CISG) shall not be applicable.

11.10 **No Waiver**

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.

11.11 **Amendments**

COMPANY reserves the right to amend these TERMS AND CONDITIONS at any time, and inform the PARTNER in writing of such amendments.

Annex 1. **(ICF)**

Diagnostics and Data Protection — Information Sheet

Your physician recommends a genetic and/or biochemical analysis ("**Analysis**") to be performed for you/the person for whom you are the custodian or legal guardian ("**You**"). The Analysis will be performed, and reports will be issued together by CENTOGENE and Lifera Omics (CENTOGENE and Lifera Omics together the "**Lab Partner**", "**we**" or "**us**"). The Lab Partner only perform the Analysis; it is the sole responsibility of the treating physician ("**Physician**") to interpret the result(s) of such Analysis and to inform You of such results. Your Physician will collect Your sample as is required for the Analysis which will either be biological material or raw DNA sequencing data ("**Sample**").

For operational (technical and cost-efficiency) reasons, in some cases, the Lab Partner will sequence a larger part of Your genome although Your Physician has ordered a targeted Analysis. In any case, the report that is provided to the Physician will only contain the results of the ordered Analysis. However, if raw data results are requested by the Physician, these may contain more data than ordered, analyzed, and reported by the Lab Partner, possibly including relevant variants of the DNA.

Family Relationship Findings

If several family members are tested, accurate interpretation of the results depends on the information provided concerning familial relationships. If the Analysis reveals that reported familial relationships are not identical with biological relationships, we will not report such findings.

Secondary, Incidental and Carriership Findings – Only Relevant for Genetic Analysis

Secondary, Incidental and/or Carriership Findings will only be reported if You have given Your (optional) consent by ticking "Yes".

When performing genetic analysis, it is possible that a pathogenic variant discovered unintentionally is not related to the cause of the investigated disease but is still considered medically relevant due to its clear and immediate medical significance to Your health or the health of family members. In this regard the following findings may occur:

(1) The American College of Medical Genetics ("**ACMG**") has published guidelines for the reporting of findings, which are known as "**Secondary Findings**" to be found at www.acmg.net. These recommendations form the basis for the reporting of Secondary Findings.

(2) The Lab Partner may decide to report further non-ACMG recommended findings, which are called "**Incidental Findings**"" and include disease causing variants, apparently not related to the phenotype, with potential clinical actionability.

(3) If requested and available, the Lab Partner will report on "**Carriership Findings**", which include mainly findings indicating carrier status for recessive disorders and/or variants that may impact health and disease, provided these variants have been subject to Lab Partner's prior evaluation.

Interpretation of the variants / carrier status is based on information available at the time of the Analysis and may change in the future as medical knowledge advances. We are unable to guarantee that the Analysis will find all medical conditions for which a pathogenic or likely pathogenic variant might exist.

Reanalysis

Diseases, genes, and variants are subject to ongoing scientific research, thus it may be beneficial to re-evaluate Your Sample ("**Reanalysis**"), when new findings have been discovered. Hence, if related to Your health status, the Lab Partner may review Your Sample for clinically relevant variants, whereas only the raw DNA sequencing data will be subject to a Reanalysis. If different ("novel") results are found than in the original report, an updated report will be sent to Your Physician. You can also actively request a Reanalysis of the Sample in the absence of new clinical information (whereas it is recommended to wait at least one year from the original Analysis) or any time when the phenotype has changed.

Data Protection Notice

CENTOGENE GmbH, Am Strande 7, 18055 Rostock, Germany ("**CENTOGENE**") and Lifera Omics (Genomic Innovations Company Ltd) Building no. 3936, Al Nakheel District, Riyadh, 12382, Kingdom of Saudi Arabia ("**Lifera Omics**") act as joint controllers for the processing of Your personal data under the EU General Data Protection Regulation ("**GDPR**") and the KSA Personal Data Protection Law and its Implementing Regulations ("**PDPL**"). "**Personal data**" means any information relating to an identified or identifiable natural person. If You have any questions on the Lab Partner's data processing or want to make use of Your data protection rights, You can contact CENTOGENE's data protection officer at the address above with the addition: Attn: *Data Protection Officer*, or via email at dataprivacy@centogene.com or Lifera Omic's data protection officer at the address above with the addition: Attn: *Data Protection Officer*, or via email at dataofficer@liferaomics.com.sa.

Data Processing and Legal Basis

Your data will be processed in the EU and in the Kingdom of Saudi Arabia. CENTOGENE will transfer Your personal data to Lifera Omics in the Kingdom of Saudi Arabia for the purpose of the Analysis on the basis of Your consent. We regularly collect the following data: personal data, including first name, last name, address, date of birth, gender, family relations, ethnicity, nationality, insurance information, patient code number (CGXXXXXXXX), disease, symptoms, and other medical information, including image material if provided together with Your Sample. Your Sample is analyzed using state-of-the-art scientific methods and the extracted data is processed with the collected data in our databank. We then provide the results containing biochemical, genetic and health data to Your Physician. The legal basis for the processing of Your personal data is Your consent (Art. 6 para. 1 a); Art. 9 para. 2 a) GDPR and Article 5 of the PDPL). Additional legal bases may apply when we process (e.g., store) Your data due to statutory storage periods under applicable law or perform other necessary processing, such as required under the Medical Association's Professional Code of Conduct, the Medical Device Regulation (MDR, Regulation (EU) 2017/745) or In Vitro Diagnostic Regulation (IVDR, Regulation (EU) 2017/745), when we use Your (de-facto anonymized) data for scientific research purposes (Art. 6 para. 1 h), Art. 9 para. 2 j) GDPR, Art. 89 GDPR and § 27 BDSG) or when the processing is necessary for the purposes of medical diagnosis or treatment (Art. 9 para. 2 h) GDPR) or equivalent provisions under the PDPL and Saudi medial law and regulations.

Further Data Protection Information

You can find further data protection information, incl. information regarding data storage, data recipients, international data transfers and Your data protection rights under the following centogene.com/data-protection-notice-for-patients/ for CENTOGENE and lifera.com.sa/data-protection/ for Lifera Omics.

Disclaimer: Please note that genetic and / or biochemical analyses are not definitive. Due to limitations in technology and / or incomplete medical knowledge, some disease-causing variants may not be detected. Therefore, it is not possible to completely exclude all risks for all possible genetic diseases. Moreover, in some cases, the Analysis may indicate a genetic abnormality when You are actually unaffected (false positive) or may indicate no genetic abnormality when You are actually affected (false negative).

IN CASE OF THE UNDERLYING CAUSE OF A FALSE-POSITIVE OR FALSE-NEGATIVE FINDING COULD NOT BE IDENTIFIED BY THE LAB PARTNER, THE LAB PARTNER SHALL NOT BE RESPONSIBLE FOR THE INCOMPLETE, POTENTIALLY MISLEADING OR INCORRECT RESULT OF AN ANALYSIS.

Diagnostics — Informed Consent Form

Suspected Disease (to be completed by the treating Physician)

With my signature below, I confirm or confirm on behalf of the person for whom I am the custodian or legal guardian (hereinafter, "I", "me", "my") that I have received and read the preceding written explanation about the Analysis. I have been adequately informed regarding the purpose, scope, type and significance of such Analysis, possible results and possible risks by the responsible Physician.

Consent to the Analysis and Related Data Processing

By signing this Informed Consent Form, I consent or consent on behalf of the person for whom I am the custodian or legal guardian

(1) to an Analysis of my Sample by CENTOGENE GmbH, Am Strande 7, 18055 Rostock, Germany and Lifera Omics, Building no. 3936, Al Nakheel District, Riyadh, 12382, Kingdom of Saudi Arabia ("Lab Partner") - for a possible diagnosis of the disease specified above; (2) to the processing of my personal data to perform such Analysis, as specified in the Information Sheet; (3) to provide the results of the Analysis to the treating Physician; (4) to provide the results of the Analysis to health care professionals, who are involved in my medical counseling and/or clinical care, if so requested by the treating Physician; (5) to provide the results of the Analysis to the requesting laboratory, as instructed by the treating Physician; (6) to provide raw DNA sequencing data of the Analysis, upon request, to the treating Physician and/or the requesting laboratory; and (7) to store the personal data and the Sample for up to 10 years after the Lab Partner has reported the last result and to anonymize the personal data.

Furthermore — if the data recipients are located in a so-called third country outside the European Economic Area or Saudi Arabia— I consent to the transfer of my personal data outside of the European Economic Area or Saudi Arabia (as applicable)) to this third country, in particular (1) to provide the results of the Analysis and the raw data to the treating Physician and/ or the requesting laboratory; and (2) to provide the results of the Analysis to the health care professionals who are involved in my medical counseling and/or clinical care. I acknowledge that such third country may not provide a level of data protection equivalent to the GDPR or the PDPL (as applicable) and may grant fewer or less enforceable data protection rights and no independent data protection supervisory authority to assist in exercising these rights.

Optional Consent for Reporting of Secondary, Incidental and/or Carriership Findings (Only relevant for genetic analysis)

I consent that the Lab Partner may

(1) report the ACMG recommended Secondary Findings	◯ YES	◯ NO
(2) report further non-ACMG recommended Incidental Findings	◯ YES	◯ NO
(3) report further non-ACMG recommended Carriership Findings and predictive variants	◯ YES	◯ NO

Not ticking a box is treated as a "No". I am aware that the Lab Partner — at its own discretion — may refrain from reporting the Secondary, Incidental and/or Carriership Findings.

Optional Research Consent to Further Use of the Sample and Personal Data

I understand that my Sample and personal data may enable the Lab Partner to develop and improve diagnostic methods and therapeutic solutions for genetic diseases in general. I acknowledge that neither I or the person for whom I am the custodian or legal guardian will receive any compensation for the donation of the Sample and use of personal data. In the following, not ticking a box is treated as a "No".

(1) I consent to the usage of my Sample and personal data by the Lab Partner for scientific (including commercial) research, which focuses on the cause, early detection and/or treatment of rare diseases in general. I acknowledge that the Sample and data will be used in the interest of the greatest possible benefit to the general public for research which aims to improve the prevention, detection and treatment of rare diseases. Such includes but is not limited to disease areas such as metabolic disorders, neurodegenerative disorders, cardiac disorders and malformations as well as to diseases and genetic relationships that are still unknown today. As in any research on rare diseases — particularly due to the latest findings in genetic diagnostics — it is usually not possible to predict in detail which research questions and matters will be addressed in the future. Therefore, the specific research purpose cannot be detailed herein, and the Sample and data may also be used for medical research projects that cannot be foreseen today.		
(2) I consent that the Lab Partner share my biochemical, genetic, and health data, including the results of the Analysis — solely in de-facto anonymized form — with external doctors, scientific institutions, and/or (pharmaceutical) companies for their own scientific (including commercial) research. I acknowledge that "de-facto anonymized" means that the data available is altered in such a way, including redaction and removal of any pseudonyms, that re-identification of me as a person for any further recipient of the data is practically impossible. However, the confidentiality risks described in the Information Sheet persist.	◯ YES	◯ NO
(3) I consent that CENTOGENE stores my Sample and Lab Partner store my personal data for 20 years after the last result has been reported and I hereby donate and transfer ownership of my Sample to CENTOGENE for further scientific (including commercial) research, which focuses on the cause, early detection and/or treatment of rare diseases in general. I acknowledge that after 20 years — once the identifying data was deleted — the Sample will become anonymized and will remain in CENTOGENE's archive — in anonymized form — for such scientific (including commercial) research. In anonymized form means, that neither Lab Partner can identify me as a person from such Sample anymore.		

I am aware that the consent(s) is/are voluntary and valid until such time as I choose to withdraw consent. The consent with regard to the Analysis and the optional consent for Secondary, Incidental and/or Carriership Findings can be withdrawn until such has been performed; and (2) the processing of the personal data can be withdrawn at any time. Furthermore, the destruction of the Sample can be requested as long as it has not yet been anonymized; in each case with effect for the future. Until the moment the results of the Analysis have been provided to me, I understand that I have the right (1) not to be informed about such results (so called right not to know); and (2) to request the destruction of all such results. To withdraw the consent and/or to exercise the rights, I may contact either CENTOGENE's or Lifera Omic's data protection officer.

Date	Name and date of birth (DD.MM.YYYY) of the Patient	Signature of the Patient, and/or custodian/legal guardian

For Duo and Trio (only applies to additional Patient(s) 2 and 3)

Please read the detailed information on the optional consents as described above. Optional research consent to further use of the Sample and personal data. In the following, not ticking a box is treated as a "No".

	Patient 2	Patient 3 (if applicable)
(1) I consent to the usage of my Sample and personal data by the Lab Partner for scientific (including commercial) research, which focuses on the cause, early detection and/or treatment of rare diseases in general.		
(2) I consent that the Lab Partner share my biochemical, genetic, and health data, including the results of the Analysis — solely in de-facto anonymized form — with external doctors, scientific institutions, and/or (pharmaceutical) companies for their own scientific (including commercial) research.	◯ YES ◯ NO	◯ YES ◯ NO
(3) I consent that CENTOGENE stores my Sample and Lab Partner store my personal data for 20 years after the last result has been reported and I hereby donate and transfer ownership of the Sample to CENTOGENE for further scientific (including commercial) research, which focuses on the cause, early detection and/or treatment of rare diseases in general.		

Optional Consent for Reporting of Secondary, Incidental and/or Carriership Findings (Only relevant for genetic analysis)

I consent that the Lab Partner may

	Patient 2	Patient 3 (if applicable)
(1) report the ACMG recommended Secondary Findings	◯ YES ◯ NO	◯ YES ◯ NO
(2) report further non-ACMG recommended Incidental Findings	◯ YES ◯ NO	◯ YES ◯ NO
(3) report further non-ACMG recommended Carriership Findings and predictive variants	◯ YES ◯ NO	◯ YES ◯ NO

Not ticking a box is treated as a "No".
I am aware that the Lab Partner — at their own discretion — may refrain from reporting the Secondary, Incidental and / or Carriership Findings.

Date	Name and date of birth (DD.MM.YYYY) of the Patient 2	Signature of the Patient 2, and/or custodian/legal guardian
Date (if applicable)	Name and date of birth (DD.MM.YYYY) of the Patient 3 (if applicable)	Signature of the Patient 3, and/or custodian/legal guardian (if applicable)

Notice to the Treating Physician
The applicable law requires informed consent from your patient to be able to perform a genetic and / or biochemical analysis. Please ask your patient to sign the informed consent form. Alternatively, please confirm with your signature that the patient has consented accordingly and that you have such consent on file. Subsequently, please send the completed and signed informed consent form together with the information sheet and Sample(s) to CENTOGENE.

Physician's Confirmation

I acknowledge that (1) the consent as shown above has been declared by the patient and/or the patient's custodian/legal guardian, (2) I have the patient's and/or custodian's/legal guardian's signature on file if it is not shown above, and (3) the patient and/or custodian/legal guardian until now have not exercised the right not to be informed of genetic testing results. I understand that (1) the patient and/or custodian/legal guardian may exercise any of its rights specified in the Information Sheet and (2) I shall forward such requests to CENTOGENE without undue delay.

Date	Name of the treating Physician	Signature of the treating Physician