

Article 1 General

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"). Unless otherwise expressly agreed in writing, all Services are subject to these GTC as amended from time to time. Any deviating terms and conditions of a Partner shall not apply unless explicitly agreed in writing by CENTOGENE. Insofar as CENTOGENE's Services are concerned, which are subject to special terms and conditions, the special terms and conditions available on the respective websites shall apply and in case of conflict prevail.

Article 2 Definitions

In these GTC, the following terms shall have the following meaning, unless explicitly indicated otherwise:

Affiliates:	Any entity that is directly or indirectly owned or controlled by or that directly or indirectly owns or controls CENTOGENE or that is owned or controlled by a person that owns or controls CENTOGENE. 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.
Agreement:	Any commercial agreement or any other contractual relation (including but not limited to non-commercial, research and other relations) entered into between CENTOGENE and Partner with regard to the provision of Services or Products.
Order:	Shall have the meaning as given in Sec. 4 para. 1 of these Terms.
Partner:	Any person who is legally entitled to place Orders with CENTOGENE, relating to CENTOGENE's Services and Products, including but not limited to physicians, hospitals, pharmaceutical companies, and reference laboratories.
Patient:	Any individual person whose Sample is subject to Services provided by CENTOGENE.
Products:	Any products developed, produced and supplied by CENTOGENE including but not limited to our dried blood spot filtercard-kits (CentoCard®).
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:	Biological material, typically blood, but may also be purified DNA, tissue, saliva or buccal swab, or raw DNA sequencing data, representing the genetic information from such biological material and in which case CENTOGENE does not perform the processing of the biological material, but receives only 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 regulations and provided to CENTOGENE for the purpose of providing the Services.
Services:	Any 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 (CentoXome®), whole genome sequencing (CentoGenome®), CentoCloud® and other services as listed on the website of CENTOGENE.
Report	Any written and/or electronic analysis report on the result on an analyzed Sample.
Territory:	Any territory of market for which the Services are provided by CENTOGENE, as agreed between the Parties.
Website	CENTOGENE's website accessible under the URL www.centogene.com as amended from time to time.

Article 3 Conclusion of an Agreement

An Agreement under these GTC is concluded when CENTOGENE either confirms an Order in writing or by email or starts to execute the respective Order. Any Order of a Partner, given either in writing or by email, requesting Services from CENTOGENE shall be invalid if it deviates from the respective offer, unless CENTOGENE provides an explicit acceptance in writing or by email. 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 (30) days from the date of its submission unless explicitly stated otherwise. Any prices given by CENTOGENE in offers and tenders shall be exclusive of VAT and other government levies, as well as exclusive of shipment costs and possible packaging and administration costs, unless explicitly stated otherwise.

Article 4 Services

4.1. Ordering Services

- A Partner may order Services by written and/or electronic Order for specific Samples of specific Patients based on Prices provided to Partner. Orders need to be placed with CENTOGENE by the Responsible Physician or otherwise intended user and in accordance with CENTOGENE's instructions "How to Order and Ship a Genetic Test" published on the Website under <https://www.centogene.com/diagnostics/how-to-order>.
- The Partner shall ship the specific Sample(s) to CENTOGENE together with CENTOGENE's 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 and handling (e.g. duties and taxes) of the Sample(s) shall be provided to CENTOGENE's laboratory in Rostock, Germany, free of any costs for CENTOGENE.
- Each Order must contain either (a) a copy of the informed consent form signed by the Patient ("ICF") with regard to the specific Order or (b) a confirmation of the Responsible Physician that such ICF was given and exists in his files ("Confirmation"). ICF or Confirmation shall be provided using CENTOGENE's template (available for download on the Website).
- CENTOGENE retains the right to refuse the processing of any Order, if (a) neither an ICF nor (b) a Confirmation is provided to CENTOGENE or if (c) such are incomplete or (d) are not provided on CENTOGENE's templates and the documents provided do not fulfill the standards required under the German Genetic Diagnostic Act (*GenDG*).

4.2. Analysis and Report

- If the necessary documentation of an Order is complete, CENTOGENE shall analyze the Sample(s) in accordance with the specific Order and draw up a report summarizing the results ("Report").
- CENTOGENE shall make available the Reports solely to the Patient's Responsible Physician and only via CENTOGENE's own download portal (CentoPortal®).
- Each 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. CENTOGENE shall not be liable for any deductions, inferences or generalizations drawn by the Responsible Physician, the Partner (or by any other party) from a Report.
- 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) 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, unless otherwise agreed on or intended as an integral part of the Services.
- 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 alleged shortcomings of the Report and if objections are justified amend the Report accordingly.
- g) On written request of the Responsible Physician, Partner 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.
- h) In case CENTOGENE does not receive the respective required clinical information for the requested Service, 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.
- i) Partner's Responsible Physician may pass on the Report(s) to the Patient, to the primary care physician or to third parties (in each case depending on the extend of consent that the Patient provided and on applicable local laws) only 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 label, or the label of any third party. Partner shall only receive the Report if Patient expressly consented thereto.
- j) CENTOGENE aims to keep CentoPortal® as accessible as provided in the General Terms and Conditions for CentoPortal®, to be downloaded at <https://www.centportal.com/api/static-resources/terms-conditions/en>. However, due to maintenance work and such, access temporarily may not be available. The periods of any maintenance will be announced, if feasible and planned. It is recommended to always download the reports immediately after they have been made available in order to be able to access them at a later date.

4.3. Performance of the Analysis

- a) CENTOGENE shall use its best efforts to render the Services within the estimated time frames (the turnaround time "TAT") as described on its Website or as separately agreed in writing. While CENTOGENE will use all reasonable endeavors to meet any time estimation, it reserves the right to amend such estimation if it is necessary. Thus, TAT given for completion of a Service are given as estimates only. Failure by CENTOGENE to timely deliver one or more partial deliveries of Services, shall not entitle Partner to claim compensation or to terminate or suspend the respective Order or reject the affected or subsequent deliveries. CENTOGENE shall, as soon as reasonably possible, notify the Partner if any circumstances arise, which hinder or delay the performance of the Services.
- b) CENTOGENE provides its Services in accordance with the state-of-the-art scientific and analytical methods. However, should the Sample quality be proven to be insufficient and/or whenever the Sample(s) are analyzed in accordance with state-of-the-art scientific and analytical methods, CENTOGENE assumes no liability for any possible inaccuracy of the generated testing results and/or the respective Report. Where applicable and upon written request and subject to the ICF or Confirmation, CENTOGENE may provide the raw data of the genetic or biochemical analysis to the Responsible Physician and/or the requesting laboratory. CENTOGENE may charge a reasonable fee.
- c) In certain cases CENTOGENE may subcontract the performance of specific Services to its Affiliates provided, that (a) such Affiliate performs those Services in a manner consistent with these Terms, (b) as it relates to Personal (Health) Data that is subject to the General Data Privacy Regulation ("GDPR"), CENTOGENE will make available only pseudonymized and anonymized Data and will do so only on the ground of data processing agreement containing EU standard data protection clauses and (c) CENTOGENE remains liable for the performance of such Affiliate.
- 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 that Partner has approved such costs beforehand via email.
- e) CENTOGENE may withhold any further performance of the Services if payments are due and not paid by Partner within thirty (30) days of the date of invoice or the respective due date.

4.4. Data Processing

- a) CENTOGENE processes the Data only in accordance with applicable laws. By submitting an Order to CENTOGENE, Partner confirms and warrants to CENTOGENE that if applicable, Partner obtained all necessary approvals and consents (including that of the Patient), in accordance with the ICF provided, that CENTOGENE is permitted to store, retain and utilize for its own commercial, non-commercial, scientific and/or research purposes, any and all (a) Samples received from Partner, (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 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.
- d) Further information about CENTOGENE's Data Processing can be found in the Data Protection Policy published on the Website.

4.5. Test Kits

If test kits (e.g. containing CentoCard®, a dried blood spot collection card for genetic testing, Informed Consent Form (ICF) and accompanying documentation) are used to provide the Sample, the following provisions apply:
The test kits are developed and designed to be used in CENTOGENE's laboratory diagnostic procedures, Partner is obliged to obtain any required approval of the competent authority to conduct such procedures wherever approvals or registrations are necessary. CentoCard® have a limited use-by date ("UBD"). The UBD is printed on each CentoCard® and additionally displayed in CentoPortal®. After the UBD, a CentoCard® is expired and not eligible for further use.

Article 5 Terms applying solely to the sale or provision of products

5.1. 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 2020).
- 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.

5.2. Provisions of use

- a) 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.
- b) 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.
- c) 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.
- d) 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

6.1 Prices, Costs, and Payment Terms

- a) CENTOGENE shall invoice Partner for Services provided, in general according to the Price List in the Price & Discount Overview, Quotation (hereinafter "Prices") as provided to Partner in its validity period and in accordance with provisions of these GTC. Discounts and other deviations must in each case be agreed upon in writing.
- b) CENTOGENE shall have the right to require upfront payment. Unless upfront payment is requested, Services shall be invoiced as soon as the Report is made available. Invoices shall be settled in EUR free of charge or any deductions within the payment period indicated in the respective invoice and by the payment channels as offered by CENTOGENE. Unless otherwise specified in writing by CENTOGENE, the Prices shall exclude any transportation costs, insurance costs, license fees, customs duties sales taxes, VAT or other similar taxes. Partner shall pay all such duties or taxes, such as VAT except for the taxes imposed on CENTOGENE's net income.
- c) CENTOGENE 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 CENTOGENE's Prices.
- d) CENTOGENE may charge Partner nine (9) percent interest per annum on any overdue amount.

6.2 Right of Revocation

- a) CENTOGENE has the right to revoke the contract for reasons of good cause with immediate effect upon written notice to the Partner. 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.
- b) CENTOGENE may, at its sole discretion, cancel or fulfill any outstanding Orders issued prior to the revocation of an Agreement pursuant to and subject to these GTC, even if the agreed delivery dates are after expiration. In case CENTOGENE decides to fulfill the outstanding Orders, Partner is obliged to pay the agreed price for the Services.
- c) 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 revocation of an Agreement at any time.

6.3 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 (a) is, at the time of disclosure, already in the receiving Party's possession; (b) is or becomes generally available to the public other than as a result of a breach of the Agreement; or (c) 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 (d) 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.

Article 7 Liability

7.1 CENTOGENE's Liability, Indemnity, Representations

- a) CENTOGENE shall be liable in accordance with the statutory provisions for any breach by it of material contractual obligations, i.e. contractual obligations, the performance of which characterizes the contract and which are necessary for its proper implementation. CENTOGENE shall not be liable for any other breaches, 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.
- b) CENTOGENE shall not be liable or responsible for any damages arising due to and/or in connection with the medical evaluation by Partner, the use of filter tools provided by CENTOGENE or reports issued by Partner (e.g. within the CentoCloud® bioinformatics service and such). The aforementioned applies as well when inappropriate or unsuitable Samples having been provided by the Partner.
- c) If and insofar as Partner requests the destruction of (remaining) Sample(s) after the final Report or the filtered variant list has been provided and CENTOGENE therefore 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 CENTOGENE. In case Partner requests the destruction of Samples after the final Report or the filtered variant list has been provided, the respective Sample shall be deemed to be correctly allocated to the Patient unless Partner proves otherwise.
- d) In the absence of intentional conduct, CENTOGENE shall be liable only for gross negligence.
- e) The foregoing shall not affect the liability of CENTOGENE for negligent injury to life, body or health.
- f) 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.
- g) Partner shall indemnify and hold CENTOGENE harmless from and against any and all 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 these GTC by Partner.
- h) In case Partner requests the destruction of Samples after the final Report or the filtered variant list has been provided, Partner will indemnify and hold CENTOGENE harmless from and against any and all claims (actions, suits, demands, assessments or judgments asserted) against CENTOGENE by the Patient in connection with incorrect allocation of the respective Sample to the Patient.

7.2 Force Majeure

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 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, civil disturbances, strikes, lockouts and other events which are accepted as force majeure in general international commercial practice.

Article 8 Intellectual Property

8.1 Intellectual Property Rights

- a) All intellectual property rights to the Services, including patent rights, copyrights, trademark rights, firm name or other designations and know-how insofar as they exist, in any territory, are entitlement of CENTOGENE ("CENTOGENE IP-Rights").
- b) Partner shall not contest CENTOGENE IP-Rights 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 shall be entitled to revoke any Agreement without notice for good cause, may claim damages and reserves the right to take further legal measures.

- c) Partner shall not likewise 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, Partner shall not use the designations or the symbols, advertising slogans or other designations belonging to CENTOGENE or use any trade or business secrets of CENTOGENE for any services other than the Services sold and performed under these GTC.

8.2 Use of Trademarks

- a) Partner may use trademarks, trade names, service marks and logos of CENTOGENE contained in or on products provided, e.g. the CentoCard® and the Reports ("CENTOGENE Marks"), but only as set forth, and in the manner indicated. CENTOGENE Marks shall not be modified or removed and no further materials, documents, stickers, etc. shall be added.
- b) 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 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 Services and that CENTOGENE and Partner are separate and independent entities.

Article 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, (a) if Partner has failed to pay three (3) subsequent invoices, (b) 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) upon Partner's making of a general assignment for the benefit of creditors, (d) upon the Partner's dissolution or ceasing to conduct business in the ordinary course; or if there is a change in ownership or control (a transfer of twenty-five percent or more of an ownership interest or the voting rights) in Partner's entity.
- 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 6.3, 7 and 8.
- 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.

Article 10 Miscellaneous

- a) 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.
- b) Neither Party shall use the name of the other Party 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.
- c) Neither Party shall assign any of its contractual rights and claims to any third party without the prior written consent of the other Party.
- d) If one or more provisions of these GTC should become partly or completely invalid, this shall not affect the validity of the remaining provisions of the GTC. In such a 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.
- e) These GTC, including any question regarding its existence, validity or termination, and the relationship between the Parties shall be governed by the laws of the Federal Republic of Germany without regard to the conflict of laws principle thereof. The legal venue for any disputes arising from or in relation to this Agreement and the aforesaid matters shall be Berlin, Germany. The UN Convention on Contracts for the International Sale of Goods (CISG) shall not be applicable.
- f) 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.
- g) CENTOGENE reserves the right to amend these GTC at any time, in which case CENTOGENE will publish the new version on the Website.