

# UNIQURE N.V.

## FORM S-8

(Securities Registration: Employee Benefit Plan)

Filed 12/14/17

Telephone 1-339-970-7000  
CIK 0001590560  
Symbol QURE  
SIC Code 2834 - Pharmaceutical Preparations  
Industry Biotechnology & Medical Research  
Sector Healthcare  
Fiscal Year 12/31

**UNITED STATES**  
**SECURITIES AND EXCHANGE COMMISSION**  
 Washington, D.C. 20549  
**FORM S-8**

**REGISTRATION STATEMENT UNDER**  
**THE SECURITIES ACT OF 1933**

**UNIQURE N.V.**

(Exact Name of Registrant as Specified in Its Charter)

**Netherlands**

(State or Other Jurisdiction of Incorporation or  
 Organization)

**N/A**

(I.R.S. Employer Identification  
 No.)

**Paasheuvelweg 25a,**

**1105 BP Amsterdam, The Netherlands**  
 (Address of Principal Executive Offices)

**N/A**

(Zip Code)

**Inducement Equity Awards to Various Employees**

(Full Title of the Plans)

**uniQure, Inc.**

**113 Hartwell Avenue**

**Lexington, MA 02421**

(Name and Address of Agent For Service)

**Tel: +31 20 566 7394**

(Telephone Number, Including Area Code, of Agent For Service)

**Copies to:**

**Timothy J. Corbett**

Morgan, Lewis & Bockius UK LLP  
 Condor House, 5-10 St. Paul's Churchyard  
 London EC4M 8AL United Kingdom  
 +44.20.3201.5690

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b2 of the Exchange Act.

Large accelerated filer

Accelerated filer

Non-accelerated filer

(Do not check if a smaller reporting company)

Smaller reporting company

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

**CALCULATION OF REGISTRATION FEE**

<b>Title of Securities to be Registered</b>	<b>Amount to be Registered(1)</b>	<b>Proposed Maximum Offering Price Per Share</b>	<b>Proposed Maximum Aggregate Offering Price</b>	<b>Amount of Registration Fee</b>
Ordinary Shares	125,000(2)	\$ 12.98(6)	\$ 1,622,500(6)	\$ 202.00(6)
Ordinary Shares	150,000(3)	\$ 5.21(6)	\$ 781,500(6)	\$ 97.30(6)
Ordinary Shares	150,000(4)	\$ 8.49(6)	\$ 1,273,500(6)	\$ 158.55(6)
Ordinary Shares	175,000(5)	\$ 17.35(7)	\$ 3,036,250(7)	\$ 378.01(7)
<b>Total</b>	<b>600,000</b>	<b>—</b>	<b>\$ 6,713,750</b>	<b>\$ 835.86</b>

(1) Pursuant to Rule 416(a) under the Securities Act of 1933, as amended, (the "Securities Act"), this Registration Statement shall be deemed to cover an indeterminate amount of additional ordinary shares that may be offered and issued as a result of any share split, share dividend or similar transactions.

(2) Represents ordinary shares reserved for issuance pursuant to option awards granted to Paul Firuta as an inducement grant in connection with his employment.

(3) Represents ordinary shares reserved for issuance pursuant to option awards granted to Alex Kuta as an inducement grant in connection with his employment.

(4) Represents ordinary shares reserved for issuance pursuant to option awards granted to Scott McMillan as an inducement grant in connection with his employment.

(5) Represents ordinary shares reserved for issuance pursuant to restricted stock unit awards granted to Steven Zelenkofske as an inducement grant in connection with his employment.

(6) Calculated pursuant to Rule 457(h) of the Securities Act, solely for the purpose of computing the registration fee, based on the weighted average exercise price of the inducement option award.

(7) Estimated solely for the purpose of calculating the registration fee pursuant to Rules 457(c) and 457(h) of the Securities Act of 1933, as amended, and based upon the average of the high and low prices of the Registrant's ordinary shares as reported on the Nasdaq Global Select Market on December 12, 2017.

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## **EXPLANATORY NOTE**

This Registration Statement on Form S-8 (this “Registration Statement”) registers ordinary shares issuable upon the exercise of certain equity awards granted to certain individuals to induce such individuals to accept employment with the Registrant (the “Inducement Equity Awards”). The Inducement Equity Awards were granted as detailed below:

- a non-qualified stock option to purchase 125,000 ordinary shares of the Registrant granted to Paul Firuta;
- a non-qualified stock option to purchase 150,000 ordinary shares of the Registrant granted to Alex Kuta;
- a non-qualified stock option to purchase 150,000 ordinary shares of the Registrant granted to Scott McMillan; and
- a restricted stock unit award for 175,000 ordinary shares of the Registrant granted to Steven Zelenkofske.

The Inducement Equity Awards were approved by the Registrant’s Compensation Committee in compliance with and in reliance on NASDAQ Listing Rule 5635(c)(4). The Inducement Equity Awards were granted outside the Registrant’s 2014 Share Incentive Plan and any prior plans.

**PART I**  
**INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS**

The information called for in Part I of Form S-8 is not being filed with or included in this Registration Statement on Form S-8 (by incorporation by reference or otherwise) in accordance with the rules and regulations of the Securities and Exchange Commission (the “Commission”).

**PART II**  
**INFORMATION REQUIRED IN THE REGISTRATION STATEMENT**

**Item 3. Incorporation of Documents by Reference.**

The following documents are incorporated herein by reference:

- (a) The Registrant’s annual report on Form 10-K for fiscal year ended December 31, 2016 filed with the Commission on March 15, 2017.
- (b) The Registrant’s quarterly report on Form 10-Q for the quarter ended September 30, 2017 filed with the Commission on November 1, 2017.
- (c) Current Reports on Form 8-K filed on January 30, 2017, April 20, 2017, June 6, 2017, June 15, 2017, July 11, 2017, July 31, 2017, August 7, 2017, September 14, 2017, September 18, 2017, October 18, 2017, October 19, 2017, October 26, 2017 and October 27, 2017.
- (d) The description of the securities contained in the registrant’s registration statement on Form 8-A (Registration No. 001-36294) filed with the Commission on January 31, 2014, under the Exchange Act, including any amendment or report filed for the purpose of updating such description.

All documents filed by the Registrant pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act subsequent to the filing of this Registration Statement and prior to the filing of a post-effective amendment which indicates that all securities offered hereby have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference into this Registration Statement and to be a part hereof from the date of filing such documents, except as to specific sections of such documents as set forth therein. Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained in any subsequently filed document which also is deemed to be incorporated by reference herein modifies or supersedes such statement.

**Item 4. Description of Securities.**

Not applicable.

**Item 5. Interests of Named Experts and Counsel.**

Not applicable.

**Item 6. Indemnification of Directors and Officers.**

Although Dutch law does not expressly provide for the indemnification of officers and directors, the concept of indemnification of directors of a company for liabilities arising from their actions as members of the board is, in principle, accepted in the Netherlands. The registrant’s articles of association provide for indemnification of the board of directors by the company to the fullest extent permitted by Dutch law against liabilities, expenses and amounts paid in settlement relating to claims, actions, suits or proceedings to which a director becomes a party as a result of his or her position.

In addition, the registrant maintains insurance on behalf of its directors and certain other representatives against damages resulting from their conduct when acting in their capacities as such directors or representatives.

**Item 7. Exemption from Registration Claimed.**

Not applicable.

**Item 8. Exhibits.**

The following exhibits are filed as part of this Registration Statement:

<b>Number</b>	<b>Description</b>	<b>Notes</b>
4.1	Articles of Association	Incorporated by reference to Exhibit No. 1.1 to the annual report on Form 10-K (file no. 001-36294)
4.2	Form of Inducement Share Option Agreement	Filed herewith
4.3	Form of Inducement Restricted Stock Unit Award	Filed herewith
5.1	Opinion of Rutgers Posch Visée Endedijk N.V., counsel to the Registrant	Filed herewith
23.1	Consent of Rutgers Posch Visée Endedijk N.V. (included in Exhibit No. 5.1)	—
23.2	Consent of PricewaterhouseCoopers Accountants N.V., Independent Registered Public Accounting Firm	Filed herewith
24.1	Power of attorney (included on the signature pages of this registration statement)	—

**Item 9. Undertakings.**

1. Item 512(a) of Regulation S-K. The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement.; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

*provided, however,* that paragraphs (i) and (ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the

Commission by the registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

2. *Item 512(b) of Regulation S-K.* The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

3. *Item 512(h) of Regulation S-K.* Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

## INDEX TO EXHIBITS

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## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Amsterdam, the Netherlands, on December 13, 2017.

UNIQURE N.V.

By: /s/ Matthew Kapusta  
Matthew Kapusta  
Chief Executive Officer

## POWER OF ATTORNEY AND SIGNATURES

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Matthew Kapusta and Christian Klemt, and each of them, as his or her true and lawful agent, proxy and attorney-in-fact, each acting alone, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to (i) act on, sign, and file with the SEC any and all amendments (including post-effective amendments) to this registration statement together with all schedules and exhibits thereto, (ii) act on, sign and file such certificates, instruments, agreements and other documents as may be necessary or appropriate in connection therewith, (iii) act on and file any supplement to any prospectus included in this registration statement or any such amendment or any subsequent registration statement filed pursuant to Rule 462(b) under the Securities Act and (iv) take any and all actions which may be necessary or appropriate to be done, as fully for all intents and purposes as he or she might or could do in person, hereby approving, ratifying and confirming all that such agent, proxy and attorney-in-fact or any of his substitutes may lawfully do or cause to be done by virtue thereof.

Pursuant to the requirements of the Securities Act, as amended, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signatures	Title	Date
<u>/s/ Matthew Kapusta</u> Matthew Kapusta	Chief Executive Officer and Director <i>(Principal Executive and Financial Officer)</i>	December 13, 2017
<u>/s/ Christian Klemt</u> Christian Klemt	Chief Accounting Officer <i>(Principal Accounting Officer)</i>	December 13, 2017
<u>/s/ Philip Astley-Sparke</u> Philip Astley-Sparke	Director	December 13, 2017
<u>/s/ Jack Kaye</u> Jack Kaye	Director	December 13, 2017
<u>/s/ Madhavan Balachandran</u> Madhavan Balachandran	Director	December 13, 2017
<u>/s/ Dr. Jeremy Springhorn</u> Dr. Jeremy Springhorn	Director	December 13, 2017
<u>/s/ David Schaffer</u> David Schaffer	Director	December 13, 2017
<u>/s/ Paula Soteropoulos</u> Paula Soteropoulos	Director	December 13, 2017

AUTHORIZED UNITED STATES REPRESENTATIVE

Pursuant to the requirement of the Securities Act of 1933, the undersigned, the duly authorized representative in the United States of the aforementioned Registrant, has signed this Registration Statement on December 13, 2017.

UNIQURE, INC.

By: /s/ Matthew Kapusta

Name: Matthew Kapusta

Title: Chief Executive Officer

## uniQure N.V.

## Share Option Agreement

[name and address]

[date]

1. Grant of Option.

(a) This agreement evidences the grant by uniQure N.V., a public limited company incorporated under the laws of the Netherlands (the “**Company**”), on [grant date] (the “**Grant Date**”) to [name] of [address] (the “**Participant**”), of a nonqualified option to purchase, in whole or in part, on the terms provided herein a total of [number] ordinary shares, €0.05 par value per share, of the Company (“**Ordinary Shares**”) at USD \$[dollar amount] per share. Unless earlier terminated, this option shall expire at 17:00, Central European time, on [insert date] (the “**Final Exercise Date**”).

(b) The option evidenced by this agreement is granted in connection with the hiring of the Participant as the [title] as an inducement material to the Participant’s agreement to commence employment with the Company in that position. Although the Company maintains the Company’s 2014 Share Incentive Plan, as amended and restated (the “**Plan**”), the option granted pursuant to this agreement is granted outside of the Plan as an inducement grant as contemplated by Rule 5635(c)(4) under the rules of the Nasdaq Stock Market. While the option is granted outside of the Plan, the terms of the Plan are incorporated into this agreement by reference.

2. Vesting Schedule.

(a) This option will become exercisable (“**vest**”) as to 25% of the original number of Ordinary Shares on the first anniversary of the Grant Date and as to an additional 6.25% of the original number of Ordinary Shares at the end of each successive three-month period following the first anniversary of the Grant Date until the fourth anniversary of the Grant Date, in each case, subject to continued employment as an Eligible Participant (as defined below in Section 3(b)).

(b) The right of exercise shall be cumulative (but shall not exceed 100% of the Ordinary Shares subject to the option) so that to the extent the option is not exercised in any period to the maximum extent permissible it shall continue to be exercisable, in whole or in part, with respect to all Ordinary Shares for which it is vested until the earlier of the Final Exercise Date or the termination of this option under Section 3 hereof or the terms of the Plan. If the foregoing schedule would produce fractional Ordinary Shares, the number of Ordinary Shares for which the option vests shall be rounded down to the nearest whole Ordinary Share.

(c) Notwithstanding the provisions of paragraph (a) above, the option shall automatically accelerate and become fully vested as follows:

(i) If a Reorganization Event (as defined in the Plan) occurs before the option is fully vested and while the Participant is an Eligible Participant, the option shall automatically accelerate and become fully vested immediately prior to the date of the Reorganization Event.

(ii) If a Participant ceases to be an Eligible Participant on account of the Participant’s death, disability (within the meaning of Section 22(e)(3) of the Code), termination of employment for

Good Reason or Retirement (as each is defined below), in each case before the option is fully vested, the option shall automatically accelerate and become fully vested on the date the Participant ceases to be an Eligible Participant in accordance with this paragraph (c)(ii).

(iii) For purposes of this agreement, the following terms have the following meanings:

(A) **“Good Reason”** means (I) a material reduction in the Eligible Participant’s base compensation; (II) a material reduction in the Eligible Participant’s authority, responsibilities or duties, (III) a material change in the geographic location at which the Eligible Participant must provide services for the Company or subsidiary employing the Eligible Participant (the “**Employer**”) or (IV) a material breach by the Company of this Agreement or by the Employer of the terms of the written employment agreement under which the Eligible Participant provides services to the Employer; provided that the Eligible Participant provides the Employer notice of the event constituting Good Reason within 30 days following the occurrence of the event, the Employer fails to cure the event constituting Good Reason within 30 days following receipt of such notice and the Eligible Participant ceases employment with the Employer within 10 days following end of the Employer’s 30-day cure period.

(B) **“Retirement”** has the meaning set out in the Eligible Participant’s written employment agreement with the Employer, or if there is no such agreement or such term is not defined therein, “Retirement” means an Eligible Participant’s termination of employment with the Employer on or after the date the Eligible Participant attains age 65.

3. Exercise of Option.

(a) **Form of Exercise.** Each election to exercise this option shall be in writing, signed by the Participant, and received by the Company at its principal office, accompanied by this agreement, or by such other method as shall be approved by the Company, in each case together with payment in full in the manner provided in the Plan. The Participant may purchase less than the number of shares covered hereby, provided that no partial exercise of this option may be for any fractional share or for fewer than ten whole shares.

(b) **Continuous Relationship with the Company Required.** Except as otherwise provided in this Section 3, this option may not be exercised unless the Participant, at the time he or she exercises this option, is, and has been at all times since the Grant Date, an employee, officer or director of, or consultant or advisor (as such terms are defined for purposes of Form S-8 under the Securities Act of 1933, as amended) to, the Company or any parent or subsidiary of the Company as defined in Section 424(e) or (f) of the Code (an “**Eligible Participant**”).

(c) **Termination of Relationship with the Company.** If the Participant ceases to be an Eligible Participant for any reason, then, except as provided in paragraphs (d) and (e) below, the right to exercise this option shall terminate six months after such cessation (but in no event after the Final Exercise Date), provided that this option shall be exercisable only to the extent that the Participant was entitled to exercise this option on the date of such cessation. Notwithstanding the foregoing, if the Participant, prior to the Final Exercise Date, violates the non-competition or confidentiality provisions of any employment contract, confidentiality and nondisclosure agreement or other agreement between the Participant and the Employer, the right to exercise this option shall terminate immediately upon written notice to the Participant from the Employer describing such violation.

(d) **Exercise Period Upon Death or Disability.** If the Participant dies or becomes disabled (within the meaning of Section 22(e)(3) of the Code) prior to the Final Exercise Date while he or she is an

Eligible Participant and the Employer has not terminated such relationship for Cause as specified in paragraph (e) below, this option shall be exercisable, within the period of one year following the date of death or disability of the Participant, by the Participant (or in the case of death by an authorized transferee), provided that this option shall be exercisable only to the extent that this option was exercisable by the Participant on the date of his or her death or disability (including as provided in Section 2(c)), and further provided that this option shall not be exercisable after the Final Exercise Date.

(e) Termination for Cause. If, prior to the Final Exercise Date, the Participant's employment is terminated by the Employer for Cause (as defined below), the right to exercise this option shall terminate immediately upon the effective date of such termination of employment. If, prior to the Final Exercise Date, the Participant is given notice by the Employer of the termination of his or her employment by the Employer for Cause, and the effective date of such employment termination is subsequent to the date of delivery of such notice, the right to exercise this option shall be suspended from the time of the delivery of such notice until the earlier of (i) such time as it is determined or otherwise agreed that the Participant's employment shall not be terminated for Cause as provided in such notice or (ii) the effective date of such termination of employment (in which case the right to exercise this option shall, pursuant to the preceding sentence, terminate upon the effective date of such termination of employment). If the Participant is party to an employment or severance agreement with the Employer that contains a definition of "cause" for termination of employment, "Cause" shall have the meaning ascribed to such term in such agreement. Otherwise, "Cause" shall mean willful misconduct by the Participant or willful failure by the Participant to perform his or her responsibilities to the Employer (including, without limitation, breach by the Participant of any provision of any employment, consulting, advisory, nondisclosure, non-competition or other similar agreement between the Participant and the Employer), as determined by the Employer, which determination shall be conclusive. The Participant's employment shall be considered to have been terminated for Cause if the Employer determines, within 30 days after the Participant's resignation, that termination for Cause was warranted.

4. Tax Withholding.

No Ordinary Shares will be issued pursuant to the exercise of this option unless and until the Participant pays to the Employer, or makes provision satisfactory to the Employer for payment of, any national, federal, state and local or other income, national insurance, social and employment taxes required by law to be withheld in respect of this option.

5. Transfer Restrictions.

This option may not be sold, assigned, transferred, pledged or otherwise encumbered by the Participant, either voluntarily or by operation of law, except by will or the laws of descent and distribution, and, during the lifetime of the Participant, this option shall be exercisable only by the Participant.

6. Provisions of the Plan.

This option is an inducement grant pursuant to Rule 5635(c)(4) under the rules of the Nasdaq Stock Market, but shall be interpreted in accordance with the terms of the Plan (including the provisions relating to amendments to the Plan, the terms of which are incorporated herein by reference), a copy of which is furnished to the Participant with this option.

7. Nature of the Grant.

In accepting the option, the Participant acknowledges that:

- (a) the option is granted voluntarily by the Company based on certain criteria in order to be eligible to receive the option;
- (b) the grant of the option is voluntary and occasional and does not create any contractual or other right to receive future grants of options, or benefits in lieu of options, even if options have been granted repeatedly in the past;
- (c) all decisions with respect to future option grants, if any, will be at the sole discretion of the Board of Directors;
- (d) the Participant is voluntarily receiving the option;
- (e) the option is an extraordinary item that does not constitute compensation of any kind for services of any kind rendered to the Company or the Employer, and which is outside the scope of the Participant's employment or consultancy agreement of his or her corporate mandate, if any;
- (f) the option is not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculation of any severance, resignation, termination, redundancy, end of service payments, bonuses, long-service awards, pension, retirement or welfare benefits or similar payments and in no event should be considered as compensation for, or relating in any way, to past services for the Company or the Employer;
- (g) in the event that the Participant is not an employee of uniQure N.V., the option will not be interpreted to form an employment or service contract or relationship with the Company;
- (h) the future value of the underlying Ordinary Shares is unknown and cannot be predicted with certainty; if the Participant's option never vests, the Participant will not be able to exercise the option; and
- (i) in consideration of the option, no claim or entitlement to compensation or damages shall arise from termination of the option or from any decrease in value of the option or Ordinary Shares acquired upon exercise of the option resulting from termination of the Participant's employment, consultancy or corporate mandate by or with the Company or the Employer (for any reason whatsoever and whether or not in breach of contract or local laws) and the Participant irrevocably releases the Company and the Employer from any such claim that may arise.

8. Data Privacy.

The Participant hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of his or her personal data as described in this agreement by and among, as applicable, his or her Employer or contracting party and the Company for the exclusive purpose of implementing, administering and managing the option granted hereunder.

The Participant understands that the Company holds certain personal information about him or her, including, but not limited to, his or her name, home address and telephone number, work location and phone number, date of birth, hire date, details of all options or any other entitlement to Ordinary Shares awarded, cancelled, exercised, vested, unvested or outstanding in the Participant's favor, for the purpose

of implementing, administering and managing the option granted hereunder (“**Personal Data**”). The Participant understands that Personal Data may be transferred to any third parties assisting in the implementation, administration and management of the option granted hereunder, that these recipients may be located in the Participant’s country or elsewhere, and that the recipient’s country may have different data privacy laws and protections than the Participant’s country. The Participant understands that he or she may request a list with the names and addresses of any potential recipients of the Personal Data by contacting his or her local human resources representative. The Participant authorizes the recipients to receive, possess, use, retain and transfer the Personal Data, in electronic or other form, for the purposes of implementing, administering and managing the option granted hereunder, including any requisite transfer of such Personal Data as may be required to a broker or other third party with whom the Participant may elect to deposit any Ordinary Shares acquired upon exercise of the options. The Participant understands that Personal Data will be held only as long as is necessary to implement, administer and manage the option granted hereunder. The Participant understands that he or she may, at any time, view Personal Data, request additional information about the storage and processing of Personal Data, require any necessary amendments to Personal Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing his or her local human resources representative. The Participant understands, however, that refusing or withdrawing his or her consent may affect his or her ability to hold the option. For more information on the consequences of Participant’s refusal to consent or withdrawal of consent, the Participant understands that he or she may contact his or her local human resources representative.

The Company has caused this option to be executed by its duly authorized officer.

**UNIQURE N.V.**

By: \_\_\_\_\_

Name:

Title:

**PARTICIPANT'S ACCEPTANCE**

The undersigned hereby accepts the foregoing option and agrees to the terms and conditions thereof. The undersigned hereby acknowledges receipt of a copy of the Company's 2014 Share Incentive Plan, as amended.

**PARTICIPANT**

\_\_\_\_\_  
Name: [name]

Address:  
[address]

**uniQure N.V.**

## Restricted Share Unit Agreement

**NOTICE OF GRANT**

This Restricted Share Unit Grant Agreement (this “**Agreement**”) is made as of the Grant Date between uniQure N.V., a public limited company incorporated under the laws of the Netherlands (the “**Company**”) and the Participant.

1. Grant Date:
2. Participant Information:  
Participant:
3. Number of time-based restricted share units (“**Restricted Share Units**”):

This Agreement includes this Notice of Grant and the following General Terms and Conditions (attached as Exhibit A), which are expressly incorporated by reference in their entirety herein.

This Agreement, including the Terms and Conditions, supersedes all written and/or oral arrangements previously made between the Company and the Participant on the subject of this Agreement.

The Restricted Share Unit Grant evidenced by this agreement is granted in connection with the hiring of the Participant as [title] as an inducement material to the Participant’s agreement to commence employment with the Company in that position. Although the Company maintains the Company’s 2014 Share Incentive Plan, as amended and restated effective as of June 15, 2016 (the “**Plan**”), the Restricted Share Units granted pursuant to this agreement is granted outside of the Plan as an inducement grant as contemplated by Rule 5635(c)(4) under the rules of the Nasdaq Stock Market. While the Restricted Share Unit Grant is granted outside of the Plan, the terms of the Plan are incorporated into this agreement by reference.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Grant Date by signing below or by electronic acceptance.

**uniQure N.V.**

By: \_\_\_\_\_

Name:  
Title:

**Participant**

By: \_\_\_\_\_

Name:  
Title:

**EXHIBIT A**

Terms and Conditions

1. **Restricted Share Unit Grant.** This Restricted Share Unit Grant Agreement (this “**Agreement**”) evidences the grant by the Company, on the Grant Date to the Participant, of the number Restricted Share Units listed in the Notice of Grant, subject to the terms, restrictions and conditions set forth in this Agreement and the uniQure N.V. 2014 Share Incentive Plan, as amended and restated, Amended and Restated effective as of June 15, 2016 (the “**Plan**”). Pursuant to this Agreement, the Company hereby grants to the Participant the right to receive ordinary shares of the Company (“**Ordinary Shares**”) in the amount and on the terms set forth in this Agreement upon the satisfaction of the requirements of the vesting schedule set forth in Section 3, below. No Ordinary Shares shall be issued to the Participant on the Grant Date. Unless otherwise defined herein, capitalized terms used in this Agreement shall have the meanings set forth in the Plan.

2. **Shareholder Rights.** Prior to the issuance, if any, of Ordinary Shares pursuant to the terms of this Agreement and the Plan, the Participant shall not (a) have any of the rights or privileges of a shareholder of the Company, including the right to vote the Ordinary Shares underlying the Restricted Share Units, (b) have the right to receive any dividends or other distributions, and (c) have any interest in any fund or specific assets of the Company by reason of this Agreement.

3. **Vesting.**

(a) The Restricted Share Units shall become vested over three (3) years as follows: one-third will vest upon on the first anniversary of the Grant Date, one-third on the second anniversary of the Grant Date and the remaining one-third on the third anniversary of the Grant Date (each, a “**Vesting Date**”), if the Participant continues to be employed by the Company or a subsidiary of the Company employing the Participant (the “**Employer**”) from the Date of Grant until such date.

(b) If the Participant ceases to be employed by the Employer for any reason prior to the date that the Restricted Share Units are vested, the Participant shall forfeit all Restricted Share Units and the Participant will not have any rights with respect to any Restricted Share Units.

(c) Notwithstanding this Section 3, if a Reorganization Event occurs before the Restricted Share Units are fully vested, the Participant’s unvested Restricted Share Units shall become fully vested immediately upon such termination, provided that the Participant was employed by the Employer on the date of the Reorganization Event.

4. **Issuance.**

(a) The Restricted Share Units that become vested pursuant to Section 3 above shall be settled by the Company on the first business day following the date that the Restricted Share

Units vest (the “**Settlement Date**”). Settlement will be made with respect to the Restricted Share Units in the form of Ordinary Shares, with each vested Restricted Share Unit equivalent to one Ordinary Share. In no event shall any fractional shares be issued.

(b) The obligation of the Company to deliver the Ordinary Shares to the Participant following the date that the Restricted Share Units vest in accordance with Section 3 above shall be subject to all applicable laws, rules, and regulations and such approvals by governmental agencies as may be deemed appropriate to comply with relevant securities laws and regulations.

5. **Nonassignability of Ordinary Shares**. The right to receive Ordinary Shares may not be sold, assigned, transferred, pledged or otherwise encumbered by the person to whom they are granted, either voluntarily or by operation of law, except by will or the laws of descent and distribution applicable to such Participant, except as permitted under the Plan or by the Board of Directors of the Company, as the case may be (the “**Board**”). Any attempt to sell, assign, transfer, pledge or otherwise encumber the right to receive Ordinary Shares contrary to the provisions of this Agreement and the Plan, and the levy of any execution, attachment or similar process upon the right to receive the shares, shall be null, void and without effect.

6. **Provisions of the Plan**. This grant is subject to the provisions of the Plan (including the provisions relating to amendments to the Plan), a copy of which will be furnished to the Participant.

7. **Withholding**. No Ordinary Shares will be issued unless and until the Participant pays to the Employer, or makes provision satisfactory to the Employer for payment of, any national, federal, state and local or other income, national insurance, social and employment taxes required by law to be withheld in respect of this grant. Without limiting the generality of the forgoing, on the Settlement Date, the Participant shall cause to be sold such number of Ordinary Shares as shall be required such that the proceeds thereof shall be sufficient to cover all amounts required to be withheld by the Company in respect of tax, and shall cause the proceeds thereof to be remitted to the Company.

8. **No Employment or Other Rights**. This grant shall not confer upon the Participant any right to be retained by or in the employ or service of the Employer and shall not interfere in any way with the right of the Employer to terminate the Participant’s employment or service at any time. The right of the Employer to terminate the Participant’s employment or service pursuant to the terms of the Participant’s employment agreement, if any, is specifically reserved.

9. **Recoupment Policy**. The Participant agrees that the Participant will be subject to any applicable clawback and recoupment policies, share trading policies and other policies that may be applicable to the Participant as an employee of the Employer, as in effect from time to time, whether or not approved before or after the Grant Date.

10. **Assignment by Company**. The rights and protections of the Company hereunder shall extend to any successors or assigns of the Company and to the Company’s parents, subsidiaries, and affiliates. This Agreement may be assigned by the Company without the Participant’s consent.

11. **Notice**. Any notice to the Company provided for in this Agreement shall be addressed to the Head of Human Resources or the Chief Financial Officer at their respective corporate address at the Company, and any notice to the Participant shall be addressed to such Participant at the

current address shown on the payroll of the Employer, or to such other address as the Participant may designate to the Employer in writing. Any notice shall be delivered by hand, sent by telecopy or enclosed in a properly sealed envelope addressed as stated above, registered and deposited with postage prepaid.

12. Nature of the Grant. In accepting the Restricted Share Units, the Participant acknowledges that:

- (a) the Plan is established voluntarily by the Company, it provides for certain criteria in order to be eligible to receive an award, it is restricted in time, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time, unless otherwise provided in the Plan and this Agreement;
- (b) the grant of the Restricted Share Units is voluntary and occasional and does not create any contractual or other right to receive future grants, or benefits in lieu of grants, even if grants have been granted repeatedly in the past;
- (c) all decisions with respect to future grants, if any, will be at the sole discretion of the Board;
- (d) the Participant is voluntarily participating in the Plan;
- (e) the Restricted Share Units are an extraordinary item that do not constitute compensation of any kind for services of any kind rendered to the Company or the Employer, and which is outside the scope of the Participant's employment or consultancy agreement of his or her corporate mandate, if any;
- (f) the Restricted Share Units are not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculation of any severance, resignation, termination, redundancy, end of service payments, bonuses, long-service awards, pension, retirement or welfare benefits or similar payments and in no event should be considered as compensation for, or relating in any way, to past services for the Company or the Employer;
- (g) in the event that the Participant is not an employee of the Company, the Restricted Share Units and the Participant's participation in the Plan will not be interpreted to form an employment or service contract or relationship with the Company;
- (h) the future value of the underlying Ordinary Shares is unknown and cannot be predicted with certainty; if the Participant's Restricted Share Units never vest, the Participant will not be eligible to receive any Ordinary Shares; and
- (i) in consideration of the Restricted Share Units, no claim or entitlement to compensation or damages shall arise from termination of the Restricted Share Units or from any decrease in value of the Restricted Share Units or Ordinary Shares that may be or have been acquired resulting from termination of the Participant's employment, consultancy or corporate mandate by or with the Company or the Employer (for any reason whatsoever and whether or not in breach of contract or local laws) and the Participant irrevocably releases the Company and the Employer from any such claim that may arise.

13. **Data Privacy.** The Participant hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of his or her personal data as described in this agreement by and among, as applicable, his or her Employer or contracting party and the Company for the exclusive purpose of implementing, administering and managing his or her participation in the Plan.

The Participant understands that the Company holds certain personal information about him or her, including, but not limited to, his or her name, home address and telephone number, work location and phone number, date of birth, hire date, details of all Restricted Share Units or any other entitlement to Ordinary Shares awarded, cancelled, exercised, vested, unvested or outstanding in the Participant's favor, for the purpose of implementing, administering and managing the Plan ("Personal Data"). The Participant understands that Personal Data may be transferred to any third parties assisting in the implementation, administration and management of the Plan, that these recipients may be located in the Participant's country or elsewhere and that the recipient's country may have different data privacy laws and protections than the Participant's country. The Participant understands that he or she may request a list with the names and addresses of any potential recipients of the Personal Data by contacting his or her local human resources representative. The Participant authorizes the recipients to receive, possess, use, retain and transfer the Personal Data, in electronic or other form, for the purposes of implementing, administering and managing his or her participation in the Plan, including any requisite transfer of such Personal Data as may be required to a broker or other third party with whom the Participant may elect to deposit any Ordinary Shares acquired pursuant to the Restricted Share Units. The Participant understands that Personal Data will be held only as long as is necessary to implement, administer and manage his or her participation in the Plan. The Participant understands that he or she may, at any time, view Personal Data, request additional information about the storage and processing of Personal Data, require any necessary amendments to Personal Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing his or her local human resources representative. The Participant understands, however, that refusing or withdrawing his or her consent may affect his or her ability to participate in the Plan. For more information on the consequences of Participant's refusal to consent or withdrawal of consent, the Participant understands that he or she may contact his or her local human resources representative.

14. **Section 409A.** This Agreement is not intended to constitute or result in deferred compensation subject to the requirements of section 409A of the Code. However, to the extent any amount payable under this Agreement is subsequently determined to constitute deferred compensation subject to the requirements of section 409A of the Code, this Agreement shall be administered in accordance with the requirements of section 409A of the Code. In such case, distributions shall only be made on an event and in a manner permitted by section 409A of the Code, including the six month delay for specified employees consistent with Section 11(g) of the Plan, if applicable. To the extent that any provision of this Agreement would cause a conflict with the requirements of section 409A of the Code, or would cause the administration of this Agreement to fail to satisfy the requirements of section 409A of the Code, such provision shall be deemed null and void to the extent permitted by applicable law. In no event shall the Participant, directly or indirectly, designate the calendar year of redemption. This Agreement may be amended without the consent of the Participant in any respect deemed by the Board to be necessary in order to preserve compliance with Section 409A of the Code. Each distribution

pursuant to this Agreement shall be deemed a separate payment for purposes of Section 409A of the Code.

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uniQure N.V.  
 Paasheuvelweg 25  
 1105 BP Amsterdam  
 The Netherlands

Reference : 20140045/544364/1  
 Date : 14 December 2017

**Re: uniQure N.V. - SEC form S-8 filing opinion letter**

Dear Sir, Madam,

### 1. Introduction

We have acted as legal counsel to the Company as to certain matters of Dutch Law in connection with the Registration Statement.

### 2. Definitions

Certain terms used in this opinion letter are defined in Annex 1 (Definitions) hereto.

### 3. Dutch Law

We express an opinion on Dutch Law only, (i) including case law but only if published in printed form, and (ii) excluding tax, competition and procurement laws and, for the avoidance of doubt, the laws of the European Union insofar as not implemented in Dutch Law or directly applicable in the Netherlands. Our investigation has further been limited to the text of the documents. We have not investigated the meaning and effect of any document governed by a law other than Dutch Law. The opinions expressed herein are rendered only as at the date of this opinion letter and we assume no obligation to advise you of facts, circumstances, events or changes in Dutch Law that may hereafter arise or be brought to our attention and that may alter, affect or modify the opinions expressed herein.

### 4. Scope of investigation

For the purpose of this opinion letter, we have examined and relied solely upon copies of the following documents:

4.1 the Equity Award Documentation;

Rutgers & Posch is the trademark of Rutgers Posch Visée Endedijk N.V. in Amsterdam (Trademark no. 56919891). The general terms and conditions of Rutgers & Posch, which stipulate a limitation of liability, the applicability of Dutch law and the exclusive jurisdiction of the district court in Amsterdam, are applicable to all work performed. The general terms and conditions are available at [www.rutgersposch.com](http://www.rutgersposch.com).

- 4.2 the Registration Statement;
- 4.3 the Extract;
- 4.4 the Deed of Incorporation;
- 4.5 the Articles of Association;
- 4.6 the Resolutions; and
- 4.7 the Company Certificate.

In addition, we have performed such other investigations as we considered necessary for the purpose of this opinion letter.

## **5. Assumptions**

For the purpose of this opinion letter, we have assumed that:

- 5.1 all copies of documents conform to the originals and that all originals are authentic and complete;
- 5.2 each signature is the genuine signature of the individual concerned;
- 5.3 the equity award documentation as executed by the parties thereto conforms to the Equity Award Documentation;
- 5.4 all factual matters, statements in documents, confirmations and other results of our investigation, relied upon or assumed herein, are true and accurate as at the date of this opinion letter;
- 5.5 the Registration Statement has been or will be filed with the SEC in the form referred to in this opinion letter;
- 5.6 the issue of any Option Shares or of any rights to acquire Option Shares has been or will be validly authorised in accordance with the articles of association of the Company in force and effect at the time of authorisation;
- 5.7 any pre-emptive rights in respect of the issue of any Option Shares or of any rights to acquire Option Shares have been or will be observed or validly excluded in accordance with the articles of association of the Company in force and effect at the time of observance or exclusion;
- 5.8 the authorised share capital of the Company at the time of the issue of any Option Shares was or will be sufficient to allow for the issue;

5.9 any Option Shares have been or will be (i) issued in the form and manner prescribed by the articles of association of the Company in force and effect at the time of issue, and (ii) accepted by the subscribers for them in accordance with all applicable laws (including, for the avoidance of doubt, Dutch Law); and

5.10 the nominal amount of any Option Shares and any agreed share premium thereon has been or will be validly paid.

## **6. Opinion**

Based upon the foregoing and subject to any factual matters and documents not disclosed to us in the course of our investigation, and subject to paragraph 7, we express the following opinion:

6.1 The Option Shares, when issued, fully paid for and delivered, have been or will have been validly issued, have been or will have been fully paid and are or will be non-assessable(1).

## **7. Reliance**

7.1 This opinion letter is furnished to you in order to be filed as an exhibit to the Registration Statement and may only be relied upon by you for the purpose of the Registration. We consent to the filing of this opinion letter as Exhibit 5.1 to the Registration Statement. In giving such consent, we do not admit that we come within the category of persons whose consent is required under section 7 of the U.S. Securities Act or the rules and regulations promulgated thereunder.

7.2 This opinion letter may only be relied upon by you on the condition, and by accepting this opinion letter you agree with us, that (i) this opinion letter including the agreement in this paragraph 7.2 and any issues of interpretation or liability arising hereunder will be governed by Dutch Law and be brought before a court in the Netherlands exclusively, (ii) no person other than Rutgers Posch Visée Endedijk N.V. will have any liability pursuant to or in connection with this opinion letter, and (iii) any possible liability of Rutgers Posch Visée Endedijk N.V. is limited to the amount available and payable under Rutgers Posch Visée Endedijk N.V.'s professional malpractice insurance coverage.

Yours faithfully,

/s/ Rutgers Posch Visée Endedijk N.V.

Rutgers Posch Visée Endedijk N.V.

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(1) The term "non-assessable" has no equivalent in Dutch and as used in this letter means that a holder of a share will not, by reason of merely being such a holder, be subject to assessments or calls by the Company or its creditors for further payment (in addition to the amount required for the share to be fully paid) on such share.

## Annex 1

### Definitions

“**Articles of Association**” means the articles of association (*statuten*) of the Company, dated 16 June 2016, as deposited with the Chamber of Commerce;

“**Chamber of Commerce**” means the Dutch Chamber of Commerce;

“**Company**” means uniQure N.V., a public limited liability company (*naamloze vennootschap*) incorporated under Dutch Law, having its corporate seat in Amsterdam, the Netherlands, and registered with the trade register of the Chamber of Commerce under number 54385229;

“**Company Certificate**” means the certificate dated 14 December 2017 attached as Annex 2 (Company Certificate) hereto;

“**Deed of Incorporation**” means the deed of incorporation of the Company, dated 9 January 2012, as deposited with the Chamber of Commerce;

“**Dutch Law**” means the laws of the Kingdom of the Netherlands excluding Aruba, Bonaire, Curacao, Saba, Sint Eustatius and Sint Maarten (“**the Netherlands**”) as they currently stand and are applied by the courts of the Netherlands;

“**Equity Award Documentation**” means (i) the form of restricted share unit agreement to be entered into between the Company and a participant, with document number EU1/53399607.8 and (ii) the form of share option agreement to be entered into between the Company and a participant, with document number EU1/53260292.2;

“**Extract**” means an extract from the trade register of the Chamber of Commerce relating to the Company, dated 14 December 2017;

“**Insolvency**” means a suspension of payments (*surseance van betaling*), a bankruptcy (*faillissement*) or any equivalent or analogous regime under the laws of any foreign country;

“**Option Shares**” means the 600,000 ordinary shares in the share capital of the Company with a nominal value EUR 0.05 each, issued or to be issued by the Company pursuant to the Registration Statement;

“**Registration**” means the registration of the Option Shares with the SEC under the U.S. Securities Act;

“**Registration Statement**” means the registration statement on form S-8 in relation to the Registration filed or to be filed with the SEC as at the date hereof (excluding any documents incorporated by reference in it and any exhibits to it);

“**Resolutions**” means the resolutions of the general meeting of shareholders of the Company set out in the notice convening, and the voting results of, the annual general meeting of shareholders of the Company held on 14 June 2017;

“**SEC**” means the U.S. Securities and Exchange Commission; and

“**U.S. Securities Act**” means the U.S. Securities Act of 1933, as amended.

## Annex 2

### Company Certificate

From: the executive director of uniQure N.V.

Dated: 14 December 2017

The undersigned:

Matthew Kapusta, acting in his capacity as executive director of uniQure N.V., a public limited liability company (*naamloze vennootschap*) incorporated under Dutch law, having its corporate seat in Amsterdam, the Netherlands, and registered with the trade register of the Dutch Chamber of Commerce under number 54385229 (the “**Company**”).

#### **Background:**

- A. The Company intends to seek the Registration with the SEC of the Option Shares;
- B. In connection with the Registration, as at the date of this Company Certificate, Rutgers Posch Visée Endedijk N.V. intends to issue a legal opinion in the form attached to this certificate (the “**Legal Opinion**”);
- C. This Company Certificate is the “Company Certificate” as defined in the Legal Opinion; and
- D. The undersigned makes the certifications in this Company Certificate after due and careful consideration and after having made all necessary enquiries.

#### **1. Construction**

- 1.1 Terms defined in the Legal Opinion have the same meaning in this Company Certificate.
- 1.2 In this Company Certificate “including” means “including without limitation”.

#### **2. Certification**

The undersigned certifies the following:

##### 2.1 Authenticity

As at the date of this Company Certificate the Extract accurately and completely reflects the matters purported to be evidenced thereby, except that the Extract does not reflect the up-to-date share capital of the Company.

##### 2.2 Solvency

The Company is not subject to any Insolvency, dissolution, liquidation, statutory merger or demerger

and its assets are not under administration.

#### 2.3 Issue

The number of Option Shares issued or to be issued pursuant to the Registration Statement will not exceed a maximum of 19.9% of the aggregate issued capital of the Company at the time of issuance.

#### 2.4 General

The undersigned is not aware of:

- i) any claim (whether actual or threatened and including any claim, litigation, arbitration or administrative or regulatory proceedings) to the contrary of the certifications in this Company Certificate; or
- ii) any fact or circumstance which he understands or suspects has or might have any impact on the correctness of the Legal Opinion and which has not been disclosed to Rutgers Posch Visée Endedijk N.V. in writing.

### 3. Reliance

Rutgers Posch Visée Endedijk N.V. may rely on this Company Certificate (without personal liability for the undersigned).

In evidence whereof this Company Certificate was signed in the manner set out below.

/s/ Matthew Kapusta

\_\_\_\_\_  
Matthew Kapusta

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in this Registration Statement on Form S-8 of our report dated March 15, 2017 relating to the financial statements, which appears in uniQure N.V.'s Annual Report on Form 10-K for the year ended December 31, 2016. We also consent to the reference to us under the heading "Experts" in such Registration Statement.

PricewaterhouseCoopers Accountants N.V.

/s/ R.M.N. Admiraal RA  
Eindhoven, The Netherlands  
December 14, 2017

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