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UNIQURE N.V.

FORM 10-Q
(Quarterly Report)

Filed 11/04/26 for the Period Ending 09/30/26

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

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

FORM 10-Q

(Mark One)

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended September 30, 2026

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from _____ to _____

Commission file number: 001-36294

uniQure N.V.
(Exact name of Registrant as specified in its charter)

The Netherlands	**Not applicable**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)

Paasheuvelweg 25
1105 BP Amsterdam, The Netherlands
(Address of principal executive offices) (Zip Code)

+31-20-240-6000
(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class:	Trading Symbol(s)	Name of each exchange on which registered
Ordinary Shares, par value €0.05	QURE	The Nasdaq Stock Market LLC (The Nasdaq Global Select Market)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐.

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer" "accelerated filer" and "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☒	Accelerated filer ☐
Non-accelerated filer ☐	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 ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act.) Yes ☐ No ☒

As of November 2, 2026, the registrant had 70,138,860 ordinary shares, par value €0.05, outstanding.

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SPECIAL CAUTIONARY NOTICE REGARDING FORWARD-LOOKING STATEMENTS

This Quarterly Report on Form 10-Q contains "forward-looking statements" within the meaning of the federal securities laws. Forward-looking statements are based on our current expectations of future events and many of these statements can be identified using terminology such as "believes," "expects," "anticipates," "plans," "may," "will," "projects," "continues," "estimates," "potential," "opportunity" and similar expressions. These forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause our actual results, levels of activity, performance or achievements to be materially different from the information expressed or implied by these forward-looking statements. These forward-looking statements include, without limitation, statements concerning: our financial position and performance, revenues, costs, expenses, liquidity, uses of cash and capital requirements; our need for additional financing or the time period for which our existing cash resources will be sufficient to meet our operating requirements; the success, progress, number, scope, cost, duration, timing or results of our research and development activities, preclinical and clinical trials, including the timing for initiation, completion or availability of results from any preclinical studies and clinical trials or for the submission, review or approval of any regulatory filing, including with respect to the Company's Biologics License Application for ifezuntirgene inilparvovec (also known as AMT-130) to the United States Food and Drug Administration (the "FDA") and Marketing Authorisation Application for ifezuntirgene inilparvovec to the United Kingdom's Medicines and Healthcare products Regulatory Agency ("MHRA"); the anticipated or ultimate outcome, and timing, of interactions with regulatory agencies, including the FDA and MHRA; our plans to conduct a confirmatory study for ifezuntirgene inilparvovec; the timing of, and our ability to, obtain and maintain regulatory approvals for any of our product candidates; the potential benefits and clinical, therapeutic and commercial potential of our product candidates; our strategies, prospects, plans, goals, expectations, forecasts or objectives; the success of our collaborations with third parties; our ability to identify and develop new product candidates and technologies; our intellectual property position; our commercialization, marketing and manufacturing capabilities and strategy, including plans for potential commercialization of ifezuntirgene inilparvovec; our ability to achieve long-term growth; and developments and projections relating to our competitors in the industry.

Forward-looking statements are only predictions based on management's current views and assumptions and involve risks and uncertainties, and actual results could differ materially from those projected or implied. The most significant factors known to us that could materially adversely affect our business, operations, industry, financial position or future financial performance include those discussed in Part II, Item 1A "Risk Factors," as well as those discussed in Part I, Item 2 "Management's Discussion and Analysis of Financial Condition and Results of Operations" and elsewhere in this Quarterly Report on Form 10-Q, as well as other factors which may be identified from time to time in our other filings with the Securities and Exchange Commission (the "SEC"), including our most recent Annual Report on Form 10-K filed with the SEC on March 2, 2026 (the "Annual Report"), our Quarterly Reports on Form 10-Q, Current Reports on Form 8-K, or in the documents where such forward-looking statements appear. You should carefully consider that information before you make an investment decision.

You should not place undue reliance on these forward-looking statements, which speak only as of the date that they were made. Our actual results or experience could differ significantly from those anticipated in the forward-looking statements and from historical results, due to the risks and uncertainties described in this Quarterly Report on Form 10-Q and in our Annual Report, including in "Part I, Item 1A. Risk Factors," as well as others that we may consider immaterial or do not anticipate at this time. These cautionary statements should be considered in connection with any written or oral forward-looking statements that we may make in the future or may file or furnish with the SEC. We do not undertake any obligation to publicly release any revisions to these forward-looking statements after completion of the filing of this Quarterly Report on Form 10-Q to reflect later events or circumstances or to reflect the occurrence of unanticipated events. All forward-looking statements attributable to us are expressly qualified in their entirety by these cautionary statements.

In addition, with respect to all our forward-looking statements, we claim the protection of the safe harbor for forward-looking statements contained in the Private Securities Litigation Reform Act of 1995.

Part I – FINANCIAL INFORMATION

Item 1. Financial Statements

uniQure N.V.

UNAUDITED CONSOLIDATED BALANCE SHEETS

	September 30, 2026	December 31, 2025
	(in thousands, except share and per share amounts)	
Current assets		
Cash and cash equivalents	$ 98,442	$ 80,240
Current investment securities	570,021	542,301
Accounts receivable	4,804	5,863
Prepaid expenses	9,601	20,506
Other current assets and receivables	9,677	7,076
Total current assets	**692,545**	**655,986**
Non-current assets		
Property, plant and equipment, net	9,923	13,800
Other investments	31,539	30,237
Non-current investment securities	99,967	—
Operating lease right-of-use assets	10,980	12,525
Intangible assets, net	61,855	72,790
Goodwill	24,503	25,355
Deferred tax assets, net	5,709	8,654
Other non-current assets	3,530	5,561
Total non-current assets	**248,006**	**168,922**
Total assets	**$ 940,551**	**$ 824,908**
Current liabilities		
Accounts payable	$ 6,173	$ 5,170
Accrued expenses and other current liabilities	50,979	41,292
Liability related to pre-funded warrants	—	12,595
Current portion of operating lease liabilities	2,990	3,862
Total current liabilities	**60,142**	**62,919**
Non-current liabilities		
Long-term debt	50,345	49,699
Liability from royalty financing agreement	497,271	473,199
Operating lease liabilities, net of current portion	9,032	9,832
Contingent consideration	18,742	18,736
Deferred tax liability, net	7,699	7,967
Other non-current liabilities, net of current portion	2,667	3,655
Total non-current liabilities	**585,756**	**563,088**
Total liabilities	**645,898**	**626,007**
Commitments and contingencies		
Shareholders' equity		
Ordinary shares, €0.05 par value: 100,000,000 shares authorized at September 30, 2026, and 80,000,000 at December 31, 2025, and 70,044,739 and 62,336,717 shares issued and outstanding at September 30, 2026, and December 31, 2025, respectively.	4,128	3,688
Additional paid-in capital	1,874,438	1,582,371
Accumulated other comprehensive loss	(59,166)	(58,222)
Accumulated deficit	(1,524,747)	(1,328,936)
Total shareholders' equity	**294,653**	**198,901**
Total liabilities and shareholders' equity	**$ 940,551**	**$ 824,908**

The accompanying notes are an integral part of these unaudited consolidated financial statements.

uniQure N.V.

UNAUDITED CONSOLIDATED STATEMENTS OF OPERATIONS AND COMPREHENSIVE LOSS

	Three months ended September 30,		Nine months ended September 30,	
	2026	2025	2026	2025
	(in thousands, except share and per share amounts)		(in thousands, except share and per share amounts)	
License revenues	$ 5,196	$ 3,582	$ 14,599	$ 10,411
Collaboration revenues	—	119	—	119
Total revenues	**5,196**	**3,701**	**14,599**	**10,530**
Operating expenses:				
Cost of license revenues	(236)	(398)	(805)	(1,251)
Research and development expenses	(35,517)	(34,366)	(98,657)	(105,889)
Selling, general and administrative expenses	(23,918)	(19,438)	(61,353)	(43,846)
Total operating expenses	**(59,671)**	**(54,202)**	**(160,815)**	**(150,986)**
Other income	1,690	1,510	4,920	12,413
Other expense	(195)	(2,044)	(9,607)	(6,188)
Loss from operations	**(52,980)**	**(51,035)**	**(150,903)**	**(134,231)**
Interest income	8,114	3,503	18,394	11,154
Interest expense	(14,576)	(16,721)	(42,973)	(47,421)
Foreign currency (losses) / gains, net	(217)	(428)	(4,241)	25,382
Other non-operating (losses), net	(882)	(7,222)	(13,083)	(7,222)
Loss before income tax expense	**$ (60,541)**	**$ (71,903)**	**$ (192,806)**	**$ (152,338)**
Income tax expense	(676)	(8,626)	(3,005)	(9,547)
Net loss	**$ (61,217)**	**$ (80,529)**	**$ (195,811)**	**$ (161,885)**
Other comprehensive loss:				
Foreign currency translation (losses) / gains, net	(915)	158	(944)	(5,945)
Total comprehensive loss	**$ (62,132)**	**$ (80,371)**	**$ (196,755)**	**$ (167,830)**
Loss per ordinary share - basic and diluted				
Basic and diluted net loss per ordinary share	$ (0.88)	$ (1.38)	$ (2.95)	$ (2.90)
Weighted average shares - basic and diluted	69,900,863	58,516,415	66,322,083	55,880,318

The accompanying notes are an integral part of these unaudited consolidated financial statements.

uniQure N.V.

UNAUDITED CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY / (DEFICIT)
FOR THE THREE MONTHS ENDED SEPTEMBER 30, 2026 AND 2025

	Ordinary shares		Additional paid-in capital	Accumulated other comprehensive gain / (loss)	Accumulated deficit	Total shareholders' equity / (deficit)
	No. of shares	Amount				
	(in thousands, except share and per share amounts)					
Balance at June 30, 2025	**54,865,673**	**$ 3,250**	**$ 1,262,971**	**$ (58,903)**	**$ (1,211,321)**	**$ (4,003)**
Loss for the period	—	—	—	—	(80,529)	(80,529)
Other comprehensive gain, net	—	—	—	158	—	158
Follow-on public offering	6,736,841	394	299,832	—	—	300,226
Tax benefit related to historical share issuance	—	—	862	—	—	862
Exercise of share options	532,316	32	8,478	—	—	8,510
Restricted share units distributed during the period	31,070	2	(2)	—	—	—
Share-based compensation expense	—	—	3,522	—	—	3,522
Balance at September 30, 2025	**62,165,900**	**$ 3,678**	**$ 1,575,663**	**$ (58,745)**	**$ (1,291,850)**	**$ 228,746**
Balance at June 30, 2026	**69,334,839**	**$ 4,086**	**$ 1,841,745**	**$ (58,251)**	**$ (1,463,530)**	**$ 324,050**
Loss for the period	—	—	—	—	(61,217)	(61,217)
Other comprehensive loss, net	—	—	—	(915)	—	(915)
Exercises of share options	81,875	5	1,404	—	—	1,409
Exercise of pre-funded warrants	526,314	31	25,701	—	—	25,732
Restricted share units distributed during the period	94,282	6	(6)	—	—	—
Issuance of ordinary shares relating to employee stock purchase plan	7,429	—	148	—	—	148
Share-based compensation expense	—	—	5,446	—	—	5,446
Balance at September 30, 2026	**70,044,739**	**$ 4,128**	**$ 1,874,438**	**$ (59,166)**	**$ (1,524,747)**	**$ 294,653**

uniQure N.V.

UNAUDITED CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY / (DEFICIT)
FOR THE NINE MONTHS ENDED SEPTEMBER 30, 2026 AND 2025

	Ordinary shares		Additional paid-in capital	Accumulated other comprehensive gain / (loss)	Accumulated deficit	Total shareholders' equity / (deficit)
	No. of shares	Amount				
	(in thousands, except share and per share amounts)					
Balance at December 31, 2024	**48,988,087**	**$ 2,945**	**$ 1,173,068**	**$ (52,800)**	**$ (1,129,965)**	**$ (6,752)**
Loss for the period	—	—	—	—	(161,885)	(161,885)
Other comprehensive loss, net	—	—	—	(5,945)	—	(5,945)
Follow-on public offerings	11,810,370	655	380,082	—	—	380,737
Tax benefit related to historical share issuance costs	—	—	862	—	—	862
Exercises of share options	553,556	33	8,680	—	—	8,713
Restricted and performance share units distributed during the period	813,887	45	(45)	—	—	—
Share-based compensation expense	—	—	13,016	—	—	13,016
Balance at September 30, 2025	**62,165,900**	**$ 3,678**	**$ 1,575,663**	**$ (58,745)**	**$ (1,291,850)**	**$ 228,746**
Balance at December 31, 2025	**62,336,717**	**$ 3,688**	**$ 1,582,371**	**$ (58,222)**	**$ (1,328,936)**	**$ 198,901**
Loss for the period	—	—	—	—	(195,811)	(195,811)
Other comprehensive loss, net	—	—	—	(944)	—	(944)
Follow-on public offering	5,686,813	323	242,359	—	—	242,682
Exercises of share options	492,724	28	8,200	—	—	8,228
Exercise of pre-funded warrants	526,314	31	25,701	—	—	25,732
Restricted share units distributed during the period	980,803	57	(57)	—	—	—
Issuance of ordinary shares relating to employee stock purchase plan	21,368	1	312	—	—	313
Share-based compensation expense	—	—	15,552	—	—	15,552
Balance at September 30, 2026	**70,044,739**	**$ 4,128**	**$ 1,874,438**	**$ (59,166)**	**$ (1,524,747)**	**$ 294,653**

The accompanying notes are an integral part of these unaudited consolidated financial statements.

uniQure N.V.

UNAUDITED CONSOLIDATED STATEMENTS OF CASH FLOWS

	Nine months ended September 30,	
	2026	2025
	(in thousands)	
Cash flows used in operating activities		
Net loss	$ (195,811)	$ (161,885)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation and amortization	13,313	11,789
Amortization of discount on investment securities	(13,599)	(6,091)
Share-based compensation expense	15,552	13,016
Royalty financing agreement interest expense, net of interest paid	23,353	29,209
Deferred tax expense	2,945	1,979
Changes in fair value of contingent consideration	616	5,293
Changes in fair value of liability related to pre-funded warrants	13,083	5,722
Unrealized foreign exchange gains / (losses), net	5,123	(24,534)
Other items, net	(3,624)	(3,013)
Changes in operating assets and liabilities:		
Accounts receivable, prepaid expenses, and other current assets and receivables	10,124	2,880
Accounts payable	1,279	(1,648)
Income tax payable	5	7,568
Accrued expenses, other liabilities, and operating leases	12,995	19,321
Net cash used in operating activities	(114,646)	(100,394)
Cash flows (used in) / generated from investing activities		
Proceeds on maturity of debt securities	466,265	337,195
Investments in debt securities	(582,554)	(217,124)
Purchases of property, plant, and equipment	(623)	(320)
Net cash (used in) / generated from investing activities	(116,912)	119,751
Cash flows from financing activities		
Proceeds from follow-on public offering of ordinary shares, net of issuance costs	242,682	380,737
Proceeds from issuance of pre-funded warrants, net of issuance costs	—	23,499
Proceeds from issuance of ordinary shares related to employee stock options and purchase plans	8,541	8,713
Net cash generated from financing activities	251,223	412,949
Currency effect on cash, cash equivalents and restricted cash	(1,494)	5,914
Net increase in cash, cash equivalents and restricted cash	18,171	438,220
Cash, cash equivalents and restricted cash at the beginning of period	81,801	160,329
Cash, cash equivalents and restricted cash at the end of period	**$ 99,972**	**$ 598,549**
Cash and cash equivalents	$ 98,442	$ 597,056
Restricted cash related to leasehold and other deposits	1,530	1,493
Total cash, cash equivalents and restricted cash	**$ 99,972**	**$ 598,549**
Supplemental cash flow disclosures:		
Cash paid for interest	$ (18,940)	$ (16,659)
Supplemental disclosure of non-cash investing and financing items:		
Issuance of ordinary shares upon exercise of pre-funded warrants	$ 25,732	$ —

The accompanying notes are an integral part of these unaudited consolidated financial statements.

uniQure N.V.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

1 General business information

uniQure N.V. (the "Company") was incorporated on January 9, 2012, as a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) under the laws of the Netherlands. The Company is a leader in the field of gene therapy and seeks to deliver to patients suffering from rare and other devastating diseases single treatments with potentially curative results. The Company's business was founded in 1998 and was initially operated through its predecessor company, Amsterdam Molecular Therapeutics Holding N.V. ("AMT"). In 2012, AMT undertook a corporate reorganization, pursuant to which uniQure B.V. acquired the entire business and assets of AMT and completed a share-for-share exchange with the shareholders of AMT. Effective February 10, 2014, in connection with its initial public offering, the Company converted into a public company with limited liability (*naamloze vennootschap*) and changed its legal name from uniQure B.V. to uniQure N.V.

The Company is registered in the trade register of the Dutch Chamber of Commerce (*Kamer van Koophandel*) in Amsterdam, the Netherlands under number 54385229. The Company's headquarters are in Amsterdam, the Netherlands, its registered office is located at Paasheuvelweg 25, Amsterdam 1105 BP, the Netherlands and its telephone number is +31 20 240 6000.

The Company's ordinary shares are listed on the Nasdaq Global Select Market and trade under the symbol "QURE".

2 Summary of significant accounting policies

2.1 Basis of preparation

The Company prepared these unaudited consolidated financial statements in compliance with generally accepted accounting principles in the United States ("U.S. GAAP") and applicable rules and regulations of the United States Securities and Exchange Commission (the "SEC") regarding interim financial reporting. Any reference in these notes to applicable guidance is meant to refer to authoritative U.S. GAAP as found in the Accounting Standards Codification ("ASC") and Accounting Standards Updates of the Financial Accounting Standards Board.

The unaudited consolidated financial statements are presented in United States ("U.S.") dollars, except where otherwise indicated. Transactions denominated in currencies other than U.S. dollars are presented in the transaction currency with the U.S. dollar amount included in parentheses, converted at the foreign exchange rate as of the transaction date.

2.2 Unaudited interim financial information

The interim financial statements and related disclosures are unaudited, have been prepared on the same basis as the annual financial statements and, in the opinion of management, reflect all adjustments, which include only normal recurring adjustments, necessary for a fair statement of the financial position, results of operations and changes in financial position for the period presented.

Certain information and footnote disclosures normally included in annual financial statements prepared in accordance with U.S. GAAP have been omitted. The results of operations for the three and nine months ended September 30, 2026, are not necessarily indicative of the results to be expected for the full year ending December 31, 2026, or for any other future year or interim period. The accompanying financial statements should be read in conjunction with the audited financial statements and the related notes thereto included in the Company's Annual Report on Form 10-K for the year ended December 31, 2025 filed by the Company with the SEC on March 2, 2026 (the "Annual Report").

2.3 Use of estimates

The preparation of the financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities; the disclosure of contingent liabilities at the date of the financial statements; and the reported amounts of revenues, expenses, and tax-related items during the reporting period. Actual results could differ from those estimates.

2.4 Accounting policies

The principal accounting policies applied in the preparation of these unaudited consolidated financial statements are described in the Company's audited financial statements as of and for the year ended December 31, 2025, and the notes thereto, which are included in the Annual Report. There have been no material changes in the Company's significant accounting policies during the nine months ended September 30, 2026.

2.5 Recent accounting pronouncements

There have been no new accounting pronouncements or changes to accounting pronouncements during the nine months ended September 30, 2026, as compared to the recent accounting pronouncements described in Note 2.3.29 of the Annual Report, which could be expected to materially impact the Company's unaudited consolidated financial statements.

3 Investment securities

The following tables summarize the Company's investments in government debt securities as of September 30, 2026 and December 31, 2025:

	September 30, 2026			
	Amortized cost	Gross unrealized holding gains	Gross unrealized holding losses	Estimated fair value
	(in thousands)			
Current investments securities:				
Government debt securities (held-to-maturity)	$ 570,021	$ —	$ (204)	$ 569,817
Non-current investments securities:				
Government debt securities (held-to-maturity)	$ 99,967	$ —	$ (1,119)	$ 98,848
Total	**$ 669,988**	**$ —**	**$ (1,323)**	**$ 668,665**

	December 31, 2025			
	Amortized cost	Gross unrealized holding gains	Gross unrealized holding losses	Estimated fair value
	(in thousands)			
Current investments securities:				
Government debt securities (held-to-maturity)	$ 542,301	$ 308	$ —	$ 542,609
Total	**$ 542,301**	**$ 308**	**$ —**	**$ 542,609**

The Company invests in U.S. and European government debt securities with high investment credit ratings. The U.S. and European government bonds are U.S. dollar and euro (€, or EUR) denominated, respectively. Investment securities with original maturities of 90 days or less when purchased are presented within cash and cash equivalents and measured at amortized cost. Investment securities with contractual maturities greater than 12 months are presented within non-current investment securities and measured at amortized cost. Inputs to the fair value of the investments are considered Level 2 inputs.

As of September 30, 2026 and December 31, 2025, no expected credit loss was identified with respect to the investment securities.

4 Fair value measurement

The Company measures certain financial assets and liabilities at fair value, either upon initial recognition or for subsequent accounting or reporting. ASC 820*, Fair Value Measurement* requires disclosure of the methodologies used in determining the reported fair values and establishes a hierarchy of inputs used when available. The three levels of the fair value hierarchy are described below:

Level 1 – Valuations based on unadjusted quoted prices in active markets for identical assets or liabilities that the Company can access at the measurement date.

Level 2 – Valuations based on quoted prices for similar assets or liabilities in markets that are not active or models for which the inputs are observable, either directly or indirectly.

Level 3 – Valuations that require inputs that reflect the Company's own assumptions that are both significant to the fair value measurement and are unobservable.

To the extent that valuation is based on models or inputs that are less observable or unobservable in the market, the determination of fair value requires more judgment. Accordingly, the degree of judgment exercised by the Company in determining fair value is greatest for instruments categorized as Level 3. A financial instrument's level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement.

The carrying amount of cash and cash equivalents, accounts receivable from licensing and collaboration partners, other assets, accounts payable, accrued expenses and other current liabilities reflected in the Unaudited Consolidated Balance Sheets approximate their fair values due to their short-term maturities.

The Company's material financial assets include cash and cash equivalents, restricted cash, and investment securities. Cash and cash equivalents and restricted cash are measured at fair value using Level 1 inputs. Restricted cash is included in Other non-current assets within the Unaudited Consolidated Balance Sheets. Investment securities are measured at amortized cost.

The following table sets forth the Company's assets and liabilities that are required to be measured at fair value on a recurring basis as of December 31, 2025 and September 30, 2026:

	Quoted prices in active markets (Level 1)	Significant other observable inputs (Level 2)	Significant unobservable inputs (Level 3)	Total	Classification in Unaudited Consolidated Balance Sheets
			(in thousands)		
Balance at December 31, 2025					
Assets:					
Cash and cash equivalents	$ 80,240	$ —	$ —	$ 80,240	Cash and cash equivalents
Restricted cash	1,561	—	—	1,561	Other non-current assets
Total assets	**$ 81,801**	**$ —**	**$ —**	**$ 81,801**	
Liabilities:					
Liability related to pre-funded warrants	—	12,595	—	12,595	Liability related to pre-funded warrants
Contingent consideration	—	—	18,736	18,736	Contingent consideration
Consideration for post-acquisition services	—	—	638	638	Other non-current liabilities
Total liabilities	**$ —**	**$ 12,595**	**$ 19,374**	**$ 31,969**	
Balance at September 30, 2026					
Assets:					
Cash and cash equivalents	$ 98,442	$ —	$ —	$ 98,442	Cash and cash equivalents
Restricted cash	1,530	—	—	1,530	Other non-current assets
Total assets	**$ 99,972**	**$ —**	**$ —**	**$ 99,972**	
Liabilities:					
Contingent consideration	—	—	18,742	18,742	Contingent consideration
Consideration for post-acquisition services	—	—	638	638	Other non-current liabilities
Total liabilities	**$ —**	**$ —**	**$ 19,380**	**$ 19,380**	

a) Contingent consideration

The Company is required to pay up to EUR 143.1 million (or $162.4 million based on the foreign exchange rate on September 30, 2026) to the former shareholders of uniQure France SAS (formerly Corlieve Therapeutics SAS) upon the achievement of the remaining contractually defined milestones related to the development of AMT-260 in connection with the Company's acquisition of uniQure France SAS.

The fair value of the contingent consideration as of September 30, 2026 was EUR 16.5 million ($18.7 million) (December 31, 2025: EUR 15.9 million ($18.7 million)) using discount rates of approximately 9.7% to 11.8% (December 31, 2025: 11.8%).

If, as of September 30, 2026, the Company had assumed a 100% likelihood of AMT-260 advancing into a Phase III clinical study, then the fair value of the contingent consideration would have increased to EUR 53.2 million ($60.4 million). If, as of September 30, 2026, the Company had assumed that it would discontinue development of the AMT-260 program, then the contingent consideration would have been released to income.

The following table presents the changes in fair value of the contingent consideration (presented within non-current liabilities) between December 31, 2025 and September 30, 2026:

	Amount of contingent consideration
	(in thousands)
Balance at December 31, 2025	**$ 18,736**
Unrealized change in fair value (presented within Research and development expenses)	616
Currency translation effects	(610)
Balance at September 30, 2026	**$ 18,742**

The Company classified the total contingent consideration liability as non-current as of September 30, 2026 and December 31, 2025. The classification of the contingent consideration within the Company's Unaudited Consolidated Balance Sheets between current and non-current liabilities is based upon the Company's best estimate of the timing of settlement of the remaining relevant milestones.

b) Liability related to pre-funded warrants

In connection with its September 2025 follow-on public offering, the Company issued pre-funded warrants to purchase 526,316 ordinary shares at a price per warrant equal to the public offering price of $47.50 per ordinary share less the $0.0001 per share exercise price ("Pre-Funded Warrants"). The obligation to issue ordinary shares upon exercise was classified as a liability and measured at fair value using a valuation technique whose significant inputs were observable; the fair value measurement was therefore classified within Level 2 of the fair value hierarchy.

In August 2026, the holder exercised all outstanding Pre-Funded Warrants, and the Company issued ordinary shares from its reserve account. Immediately prior to exercise, the liability was remeasured to fair value, and its carrying amount was classified to shareholders' equity upon issuance of the ordinary shares (refer to Note 8, "Shareholders' equity").

	Liability related to pre-funded warrants
	(in thousands)
Balance at December 31, 2025	**$ 12,595**
Realized increase in fair value (presented within Other non-operating (losses), net)	13,083
Currency translation effects	54
Settlement of pre-funded warrant liability through issuance of ordinary shares	(25,732)
Balance at September 30, 2026	**$ —**

5 Accrued expenses and other current liabilities

Accrued expenses and other current liabilities consisted of the following items as of September 30, 2026 and December 31, 2025:

	September 30, 2026	December 31, 2025
	(in thousands)	
Accruals for goods received from and services provided by vendors, not yet billed	$ 26,997	$ 20,490
Personnel-related accruals and liabilities	15,139	9,941
Liability owed to the Purchaser pursuant to the Royalty Financing Agreement (refer to Note 7, "*Royalty Financing Agreement*")	4,804	5,523
Current portion of firm purchase commitment liability and Genezen CSA termination payment	3,808	5,102
Other current liabilities	231	236
Total	**$ 50,979**	**$ 41,292**

In April 2026, the Company entered into an agreement to terminate the commercial supply agreement (the "Genezen CSA") with Genezen MA, Inc. (together with Genezen Holdings Inc., "Genezen"). Pursuant to the termination agreement, the Company's obligation to supply HEMGENIX® and any minimum purchase commitments under the Genezen CSA terminated.

6 Long-term debt

In July 2026, the Company entered into an amendment to its venture debt loan facility with Hercules Capital, Inc. (as amended, the "2026 Amended Facility"). The amendment extended the period during which the Company may draw the $100.0 million term loan tranche from June 15, 2027 to September 30, 2027. Except as provided for in the amendment, the terms of borrowing under the 2026 Amended Facility remained unchanged.

The total principal outstanding under the 2026 Amended Facility as of September 30, 2026 was $50.0 million. The amortized cost was $50.7 million as of September 30, 2026 (including $0.4 million of interest due presented within Accrued expenses and other current liabilities), compared to $50.1 million as of December 31, 2025, and is recorded net of discount and debt issuance costs.

The foreign currency loss on the 2026 Amended Facility in the three and nine months ended September 30, 2026 was $0.2 million and $1.8 million, respectively, compared to a foreign currency gain of $2.8 million and $9.2 million, respectively, during the same periods in 2025. Interest expense during the three and nine months ended September 30, 2026 was $1.4 million and $4.2 million, respectively, compared to $1.8 million and $5.4 million, respectively, during the same periods in 2025.

During the nine months ended September 30, 2026, the covenants under the 2026 Amended Facility were amended to include a new United Kingdom entity. Other than this amendment and as described above, there were no material changes to the terms, available borrowing tranches, covenants, or collateral arrangements of the 2026 Amended Facility as described in Note 11, "Long-term debt," to the consolidated financial statements included in the Annual Report. As of September 30, 2026, the Company was in compliance with all applicable covenants under the 2026 Amended Facility.

7 Royalty Financing Agreement

During the nine months ended September 30, 2026, there were no material changes to the terms of the royalty purchase agreement entered into in May 2023 (the “Royalty Financing Agreement”) with HemB SPV, L.P. (the “Purchaser”), as described in Note 12, “*Royalty Financing Agreement*” within the consolidated financial statements included in the Annual Report.

The following table presents the changes in the liability from the Royalty Financing Agreement for the period from December 31, 2025 to September 30, 2026:

	Amount of liability (in thousands)
Balance as of December 31, 2025 (includes $5.5 million presented as "Accrued expenses and other current liabilities")	$ **478,722**
Royalty payments to the Purchaser	(15,395)
Interest expense for the period	38,748
Balance as of September 30, 2026 (includes $4.8 million presented as "Accrued expenses and other current liabilities")	**$ 502,075**

The Company records the debt at amortized cost using the effective interest method based on projected cash flows. As of September 30, 2026, the effective interest rate is expected to be within a range of 10.0% to 11.5% per annum (September 30, 2025: 10.5% to 12.0%). Interest expense recorded in connection with the Royalty Financing Agreement was $13.2 million and $13.8 million for the three months ended September 30, 2026 and 2025, respectively, and $38.7 million and $40.9 million for the nine months ended September 30, 2026 and 2025, respectively.

8 Shareholders’ equity

In June 2026, the Company received net proceeds of $242.7 million, after deducting underwriting discounts and commissions and other offering expenses payable by the Company, through a follow-on public offering of 5.7 million ordinary shares, at a public offering price of $45.50 per ordinary share.

In June 2026, the Company's shareholders approved an amendment to the Articles of Association increasing the Company's authorized share capital from 80.0 million ordinary shares to 100.0 million ordinary shares with a nominal value of €0.05 per share.

In August 2026, all outstanding Pre-Funded Warrants were exercised by the holder, and the Company issued 526,314 ordinary shares from its reserve account. Upon exercise, the fair value of the liability related to Pre-Funded Warrants of EUR 22.0 million ($25.7 million) was reclassified to shareholders' equity.

9 Share-based compensation

The Company's share-based compensation plans include the amended and restated 2014 Share Incentive Plan (as amended, the "2014 Plan") and inducement grants under Rule 5653(c)(4) of the Nasdaq Global Select Market with terms similar to the 2014 Plan (together the "2014 Plans"). As of September 30, 2026, a total of 2,698,090 ordinary shares remain available for issuance under the 2014 Plan.

In June 2018, the Company's shareholders adopted and approved the uniQure N.V. Employee Stock Purchase Plan (as amended, the "ESPP") allowing the Company to issue up to 150,000 ordinary shares. The ESPP is intended to qualify under Section 423 of the Internal Revenue Code of 1986, as amended. Under the ESPP, employees are eligible to purchase ordinary shares through payroll deductions, subject to any plan limitations. The purchase price of the ordinary shares on each purchase date is equal to the lower of: (i) 85% of the closing market price on the offering date or (ii) 85% of the closing market price on the purchase date.

2014 Plans and ESPP

Share-based compensation expense recognized by classification included in the Unaudited Consolidated Statements of Operations and Comprehensive Loss in relation to the 2014 Plans and the ESPP for the periods indicated below was as follows:

	Three months ended September 30,		Nine months ended September 30,	
	2026	2025	2026	2025
	(in thousands)		(in thousands)	
Research and development expenses	2,081	695	5,946	5,916
Selling, general and administrative expenses	3,365	2,827	9,606	7,100
Total	**$ 5,446**	**$ 3,522**	**$ 15,552**	**$ 13,016**

Share-based compensation expense recognized by award type for the 2014 Plans as well as the ESPP was as follows:

	Three months ended September 30,		Nine months ended September 30,	
	2026	2025	2026	2025
	(in thousands)		(in thousands)	
Award type/ESPP				
Share options	$ 1,941	$ 1,829	$ 5,609	$ 5,128
Restricted share units	3,365	2,837	9,826	7,597
Performance share units	124	(1,159)	78	276
ESPP	16	15	39	15
Total	**$ 5,446**	**$ 3,522**	**$ 15,552**	**$ 13,016**

As of September 30, 2026, the unrecognized share-based compensation expense related to unvested awards under the 2014 Plans was:

	Unrecognized share-based compensation expense	Weighted average remaining period for recognition
	(in thousands)	(in years)
Award type		
Share options	$ 13,097	2.49
Restricted share units	28,354	2.18
Performance share units	302	0.61
Total	**$ 41,753**	**2.27**

The Company satisfies the exercise of share options and vesting of Restricted Share Units ("RSUs") and Performance Share Units ("PSUs") through newly issued ordinary shares.

Share options

Share options are priced on the date of grant and, except for certain grants made to non-executive directors, vest over a period of four years. The first 25% of each grant vests one year after the initial grant date and the remainder vests in equal quarterly installments over years two, three and four. Certain grants to non-executive directors vest in full after one year. Any options that vest must be exercised by the tenth anniversary of the initial grant date.

The following table summarizes option activity under the 2014 Plans for the nine months ended September 30, 2026:

	Options	
	Number of ordinary shares	Weighted average exercise price
Outstanding at December 31, 2025	**4,531,991**	**17.04**
Granted	889,760	$ 12.18
Forfeited	(13,951)	$ 9.53
Expired	(16,186)	$ 37.84
Exercised	(492,724)	$ 16.70
Outstanding at September 30, 2026	**4,898,890**	**$ 16.14**
Thereof, fully vested, and exercisable on September 30, 2026	2,874,645	$ 19.36
Thereof, outstanding and expected to vest after September 30, 2026	2,024,245	$ 11.58
Outstanding and expected to vest after December 31, 2025	1,999,315	$ 11.81
Total weighted average grant date fair value of options issued during the period (in $ millions)		$ 7.0

The fair value of each option issued is estimated at the respective grant date using the Hull & White option pricing model with the following weighted-average assumptions:

	Three months ended September 30,		Nine months ended September 30,	
	2026	2025	2026	2025
Assumptions				
Expected volatility	100%	80%	95% - 100%	70% - 80%
Expected terms	10 years	10 years	10 years	10 years
Risk-free interest rate	5.23%	4.38%	4.21% - 5.23%	4.36% - 4.64%
Expected dividend yield	0.0%	0.0%	0.0%	0.0%

RSUs

The following table summarizes the RSU activity for the nine months ended September 30, 2026:

	RSUs	
	Number of ordinary shares	Weighted average grant-date fair value
Non-vested at December 31, 2025	**2,395,420**	**$ 12.15**
Granted	1,254,450	$ 15.81
Vested	(980,803)	$ 12.25
Forfeited	(134,012)	$ 15.56
Non-vested at September 30, 2026	**2,535,055**	**$ 13.74**
Total weighted average grant date fair value of RSUs granted during the period (in $ millions)		$ 19.8

RSUs are measured at grant date based on the market price of the Company's ordinary shares and, except for certain grants made to non-executive directors, vest over a three-year period. RSUs granted to non-executive directors vest one year after the date of grant.

PSUs

The Company has granted PSUs to certain employees of the Company that represent shares potentially issuable in the future. The 2026 PSUs will be earned upon Company management's assessment of the level of achievement of agreed upon performance targets, subject to the grantee's continued employment.

The fair value of PSUs is determined on the grant date by reference to the market price of the Company's ordinary shares, and the Company recognizes the related compensation cost to the extent it considers achievement of the milestones to be probable.

As of September 30, 2026, certain 2026 PSUs were assessed as probable of achieving the requisite performance condition. During the nine months ended September 30, 2026, the performance target applicable to the 2024 PSUs was not met within the contractually defined performance period and the outstanding 2024 PSUs were forfeited.

The following table summarizes the PSU activity for the nine months ended September 30, 2026:

	PSUs	
	Number of ordinary shares	Weighted average grant-date fair value
Non-vested at December 31, 2025	**22,500**	**$ 15.40**
Granted	28,750	$ 22.40
Vested	—	$ —
Forfeited	(22,500)	$ 15.40
Non-vested at September 30, 2026	**28,750**	**$ 22.40**

ESPP

During the nine months ended September 30, 2026, 21,368 ordinary shares were issued under the ESPP compared to nil ordinary shares issued during the same period in 2025. As of September 30, 2026, 65,344 ordinary shares remain available for issuance under the ESPP compared to a total of 86,712 ordinary shares as of September 30, 2025.

10 Segment reporting

The Company is advancing a pipeline of innovative gene therapies seeking to deliver to patients suffering from rare and other devastating diseases single treatments with potentially curative results. The Company manages the operations related to these research and development activities within one operating segment because they rely on a common set of infrastructure, resources and technology of the products and production processes, types of customers, distribution methods and regulatory environment.

The leadership team is identified as the Chief Operating Decision Maker (“CODM”).

The CODM allocates resources to research projects and clinical candidates based on scientific data as well as quantitative and qualitative expected risk-adjusted returns on investment. The CODM uses segment operating loss to monitor that cash operating losses remain within the approved budget.

The accounting policies of the operating segment are the same as those described in the summary of significant accounting policies.

	Three months ended September 30,		Nine months ended September 30,	
	2026	2025	2026	2025
	(in thousands)		(in thousands)	
Revenue	$ **5,196**	$ **3,701**	$ **14,599**	$ **10,530**
Less:				
Employee related expenses	(17,271)	(14,666)	(51,017)	(43,407)
Laboratory and development expenses	(17,174)	(18,675)	(49,322)	(50,235)
Professional fees	(7,865)	(4,814)	(14,128)	(9,995)
Information technology system costs[2]	(1,599)	(952)	(4,685)	(2,791)
Facility expenses	(1,710)	(1,677)	(4,694)	(5,048)
Other segment items[1] [2]	(3,039)	(2,217)	(9,063)	(4,990)
Segment operating loss	**(43,462)**	**(39,300)**	**(118,310)**	**(105,936)**
Reconciliation				
Depreciation and amortization expense	(1,481)	(3,632)	(9,344)	(11,789)
Share-based compensation expense	(5,446)	(3,522)	(15,552)	(13,016)
Fair value (loss) / gain - contingent consideration	(698)	(1,823)	(616)	(5,293)
Fair value loss - Liability related to pre-funded warrants	(882)	(5,722)	(13,083)	(5,722)
Foreign currency (losses) / gains, net	(217)	(428)	(4,241)	25,382
Interest income	8,114	3,503	18,394	11,154
Interest expense - Royalty Financing Agreement	(13,164)	(13,806)	(38,748)	(40,885)
Interest expense - Hercules loan facility	(1,406)	(1,794)	(4,219)	(5,415)
Other reconciling items	(1,899)	(5,379)	(7,087)	(818)
Consolidated loss before income tax expense	**$ (60,541)**	**$ (71,903)**	**$ (192,806)**	**$ (152,338)**

(1) Other segment items included in segment operating loss include costs related to intellectual property and insurance offset by income related to payments received from European authorities to subsidize the Company's research and development in the Netherlands.

(2) The comparative amounts for the three and nine months ended September 30, 2025 have been adjusted to reflect the level of detail at which the CODM reviews segment operating expenses in 2026, with information technology system costs presented as a separate line item and consumables included within other segment items for all periods presented.

11 Other investments and concentration of credit risk

The following table summarizes the Company's Other investments as of September 30, 2026 and December 31, 2025:

	September 30, 2026	December 31, 2025
	(in thousands)	
Carrying amount of equity investments	$ 15,091	$ 15,615
Genezen convertible note receivable	16,448	14,622
Total	**$ 31,539**	**$ 30,237**

Carrying amount of equity investments

The Company holds investments in non-publicly traded equity securities without readily determinable fair values. These investments are accounted for at cost, less impairment and adjusted to fair value if there are observable price changes in orderly transactions for identical or similar investments using the measurement alternative in accordance with ASC 321, *Investments – Equity Securities*.

The carrying value of these investments as of September 30, 2026 and December 31, 2025 was $15.1 million and $15.6 million, respectively, and is presented within Other investments in the Company's Unaudited Consolidated Balance Sheets. The Company did not recognize any upward adjustments, downward adjustments, or impairments relating to investments carried under the measurement alternative during the three and nine months ended September 30, 2026, and 2025.

Genezen

The Company held a convertible promissory note issued in July 2024 by Genezen at a nominal amount of $12.5 million, maturing in October 2029 (the "Original Note"). The original note's nominal interest of 8.0% per annum was payable in kind and is added to the principal at the end of each quarter. The nominal amount as well as the accumulated interest were convertible into Genezen's common stock at $2.20 per share.

On August 11, 2026, in connection with the refinancing of Genezen's senior credit facilities, the Original Note was amended and restated (the "Amended Note"). The Amended Note has a contractually agreed principal amount of $15.1 million and matures in December 2031. The Amended Note bears nominal interest at 15.0% per annum, payable in kind, and is added to the principal at the end of each quarter. The nominal amount as well as 8.0% of the total 15.0% interest per annum are convertible into Genezen's common stock at the lesser of $2.20 and the lowest price per share of Genezen's common stock issued in an equity issuance consummated while the Amended Note is outstanding.

The amendment was accounted for as a continuation of the Original Note under ASC 310 and did not result in the recognition of a new loan. As a result, the Company's investment in the Amended Note was recorded based on the remaining net investment in the Original Note immediately prior to the amendment. The Amended Note had an amortized cost basis of $16.4 million as of September 30, 2026 (December 31, 2025: $14.6 million) and is presented within Other investments. No material allowance for expected credit losses was recognized as of September 30, 2026.

CSL Behring

As of September 30, 2026, and December 31, 2025, accounts receivable from CSL Behring LLC ("CSL Behring") totaled $4.8 million and $5.9 million, respectively, in each case related to royalty revenue which is included in License Revenues in the accompanying Unaudited Consolidated Statements of Operations and Comprehensive Loss.

12 Income taxes

The Company recorded a deferred tax expense of $0.6 million and $2.9 million related to its U.S. operations during the three and nine months ended September 30, 2026 ($0.2 million and $1.1 million for the three and nine

months ended September 30, 2025). In addition, during the three and nine months ended September 30, 2025, the Company recorded $7.5 million of current income tax expense and $0.9 million of deferred income tax expense related to its Dutch operations as a result of a revised assessment of the Dutch corporate income tax treatment of the $375.0 million upfront payment received in 2023 under the Royalty Financing Agreement.

The effective income tax rate of 1.1% and 1.6% during the three and nine months ended September 30, 2026 (three and nine months ended September 30, 2025: 12.0% and 6.3%, respectively) is substantially lower than the enacted rate of 25.8% in the Netherlands as the Company recorded a valuation allowance against its net deferred tax assets in the Netherlands and a partial valuation allowance against its net deferred tax assets in France, among various other items which impacted the effective rate.

13 Basic and diluted loss per share

Diluted loss per ordinary share is calculated by adjusting the weighted average number of ordinary shares outstanding, assuming conversion of all potentially dilutive ordinary shares. As the Company incurred a loss in the three and nine months ended September 30, 2026, all potentially dilutive ordinary shares would have an antidilutive effect, if converted, and thus have been excluded from the computation of diluted loss per share for the three and nine months ended September 30, 2026. The ordinary shares are presented without giving effect to the application of the treasury method or exercise prices that would be above the share price as of September 30, 2026 and September 30, 2025, respectively.

The potentially dilutive ordinary shares are summarized below:

	Three months ended September 30,		Nine months ended September 30,	
	2026	2025	2026	2025
Anti-dilutive ordinary share equivalents				
Share options under 2014 Plans	4,898,890	4,682,032	4,898,890	4,682,032
Non-vested RSUs and PSUs	2,563,805	2,332,353	2,563,805	2,332,353
Pre-Funded Warrants	—	526,316	—	526,316
ESPP	21,368	7,239	21,368	7,239
Total anti-dilutive ordinary share equivalents	**7,484,063**	**7,547,940**	**7,484,063**	**7,547,940**

The Pre-Funded Warrants were fully exercised in August 2026 (refer to Note 4, "Fair value measurement").

14 Commitments and contingencies

In the course of its business, the Company enters as a licensee into contracts with other parties regarding the development and marketing of certain of its pipeline products. Among other payment obligations, the Company is obligated to pay royalties to the licensors based on future sales levels and milestone payments whenever specified development, regulatory and commercial milestones are met. As both future sales levels and the timing and achievement of milestones are uncertain, the financial effect of these agreements cannot be reliably estimated. The Company also has obligations to make future payments that become due and payable upon the collection of milestone payments from CSL Behring. The achievement and timing of these milestones are not fixed or determinable.

Legal Proceedings

On February 10, 2026, a class action complaint captioned *Christopher Scocco v. uniQure N.V., et al.*, Case No. 1:26-cv-01124, was filed against the Company, certain of its executive officers and another party (collectively, “Defendants”) in the United States District Court for the Southern District of New York. The complaint purported to assert claims pursuant to Sections 10(b) and 20(a) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), and Rule 10b-5 promulgated thereunder, on behalf of a putative class of investors who purchased or otherwise acquired the Company’s ordinary shares between September 24, 2025 and October 31, 2025 (the “putative Class Period”). The plaintiff sought to recover damages allegedly caused by purported false and misleading statements and omissions with respect to the Company’s Phase I/II study of ifezuntirgene inilparvovec and the timing of the potential Biologics License Application filing for ifezuntirgene inilparvovec.
On April 13, 2026, the court appointed the Oklahoma Firefighters Pension and Retirement System as lead plaintiff (the “Lead Plaintiff”).

On July 15, 2026, the Lead Plaintiff filed an amended complaint. Like the earlier-filed complaint, the amended complaint purports to assert claims pursuant to Sections 10(b) and 20(a) of the Exchange Act and Rule 10b-5, on behalf of a putative class of investors who purchased or otherwise acquired the Company's ordinary shares during the putative Class Period. Lead Plaintiff seeks unspecified damages allegedly caused by purported false and misleading statements and omissions with respect to the import and viability of data from the Company's Phase I/II study of ifezuntirgene inilparvovec and available pathways to regulatory approval. Defendants' motion to dismiss the amended complaint is currently due November 4, 2026. Management intends to vigorously defend against the claims in this action.

At each reporting date, the Company evaluates whether or not a potential loss amount or a potential range of loss is probable and reasonably estimable under the provisions of the authoritative guidance that addresses accounting for contingencies. The Company has not recorded any liability for any portion of this matter because the Company believes that liability is not probable and reasonably estimable at this time.

15 Subsequent events

None.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

The following discussion of our results of operations and financial condition should be read in conjunction with our unaudited consolidated financial statements and the accompanying notes thereto and other disclosures included in this Quarterly Report on Form 10-Q, including the disclosures under Part II, Item 1A "Risk Factors," and our audited financial information and the notes thereto included in our Annual Report on Form 10-K (the "Annual Report"). Our unaudited consolidated financial statements have been prepared in accordance with generally accepted accounting principles in the United States ("U.S. GAAP") and unless otherwise indicated are presented in United States ("U.S.") dollars.

Overview

We are a leader in the field of gene therapy, seeking to deliver to patients suffering from rare and other devastating diseases single treatments with potentially curative results. We are advancing a focused pipeline of innovative gene therapies, including our clinical candidates for the treatment of Huntington's disease, refractory mesial temporal lobe epilepsy ("MTLE"), and Fabry disease.

Recent Product Candidate Developments

Huntington's disease program (ifezuntirgene inilparvovec)

Ifezuntirgene inilparvovec (also known as AMT-130) is our novel gene therapy candidate for the treatment of Huntington's disease, which utilizes our proprietary, gene-silencing miQURE® platform and incorporates a miRNA, specifically designed to silence the huntingtin gene and the potentially highly toxic exon 1 protein fragment.

We are currently conducting Phase I/II clinical trials of ifezuntirgene inilparvovec in the U.S. and Europe. We completed the enrollment of all 26 patients in the first two cohorts of our U.S. study in March 2022 and the enrollment of 13 patients in the two cohorts of our European study in June 2023. In 2025, we completed enrollment of all 12 patients in the third cohort, and we treated six patients with the high dose of ifezuntirgene inilparvovec in a fourth cohort to evaluate the safety and efficacy of ifezuntirgene inilparvovec in patients with lower baseline striatal volumes compared to previous cohorts in the U.S. Phase I/II study.

Regulatory Updates

In September 2026, we announced the submission of a Biologics License Application ("BLA") to the U.S. Food and Drug Administration (the "FDA") for the accelerated approval of ifezuntirgene inilparvovec as well as the submission of a marketing authorization application ("MAA") for ifezuntirgene inilparvovec to the United Kingdom's ("UK") Medicines and Healthcare products Regulatory Agency ("MHRA"). Both submissions were supported by the three-year data analysis from the Phase I/II clinical study of ifezuntirgene inilparvovec, compared to a propensity score-matched external control derived from the Enroll-HD natural history database.

In the third quarter of 2026, the MHRA validated the MAA for ifezuntirgene inilparvovec.

On November 2 2026, we announced the FDA has accepted for review the BLA for ifezuntirgene inilparvovec, submitted under the Accelerated Approval pathway. The application has been granted Priority Review with a Prescription Drug User Fee Act ("PDUFA") target action date of May 1, 2027. In its acceptance letter, the FDA stated that they are tentatively planning to discuss this application at an Advisory Committee meeting. We will be notified once the date and timelines have been finalized.

We and FDA have aligned on key elements of a confirmatory study design. The study is designed as a randomized, standard-of-care trial enrolling approximately 200 patients in a 2:1 ratio of ifezuntirgene inilparvovec to standard of care, with Total Function Capacity ("TFC") as the primary endpoint at 36 months. We plan to initiate patient screening in the United States by the end of 2026.

Data from Phase I/II Clinical Studies

In September 2026, we announced additional data from the ongoing Phase I/II studies of ifezuntirgene inilparvovec at two timepoints – 36 months and 48 months. We analyzed clinical outcomes for 29 patients treated with

ifezuntirgene inilparvovec (n=17 high-dose; n=12 low-dose) of which 12 patients per dose group had attained 48 months of follow-up and were evaluated at that time point. In addition, the 36-month analysis now includes 15 high-dose and 12 low-dose patients, with three additional high-dose patients having reached that timepoint since the September 2025 analysis.

Outcomes for the 36-month and 48-month analyses were compared to propensity score-matched external controls (n=1,337 for high dose) from an updated ENROLL-HD natural history dataset with a September 2025 cutoff.

Topline clinical data at 36-month and 48-month efficacy results for patients receiving high-dose ifezuntirgene inilparvovec were as follows (data cutoff as of June 30, 2026):

High-Dose Results at 36 Months (n=15)

- composite Unified Huntington's Disease Rating Scale ("cUHDRS") showed 80% slowing of disease progression compared to the updated external control (nominal p=0.005). Treated patients had a mean change in cUHDRS from baseline of -0.28 compared to a change of -1.39 for the external control, a favorable treatment difference of 1.12 compared to baseline.

- TFC showed 67% slowing of disease progression compared to the updated external control (nominal p=0.011). Treated patients had a mean change in TFC from baseline of -0.27 compared to a change of -0.82 for patients in the propensity score-matched external control, a favorable treatment difference of 0.55 compared to baseline.

- Mean cerebrospinal neurofilament light protein ("CSF NfL") was 6% below baseline (n=14).

High-Dose Results at 48 Months (n=12)

- cUHDRS showed a 44% slowing of disease progression compared to the updated external control and did not reach statistical significance (p=0.144). Treated patients had a mean change in cUHDRS from baseline of -0.90 compared to a change of -1.61 for the external control, a favorable treatment difference of 0.71 compared to baseline.

- TFC showed 61% slowing of disease progression compared to the updated external control (nominal p=0.008). Treated patients had a mean change in TFC from baseline of -0.37 compared to a change of -0.94 for the external control, a favorable treatment difference of 0.57 compared to baseline.

- In a post-hoc sensitivity analysis using the prior ENROLL-HD external control, the 48-month analysis showed 53.5% slowing based on cUHDRS (nominal p=0.041) and 68.3% based on TFC (nominal p=0.001).

- Mean CSF NfL was 4% above baseline (n=11).

Dose Comparison at 48 Months (high dose n=12, low-dose n=12)

- The observed differences between the high and low-doses are consistent with a dose-dependent treatment effect. At 48 months, mean change from baseline in cUHDRS was –0.91 in high-dose patients compared with −1.94 in low-dose patients, a difference of 1.03 in favor of the high dose. The mean change from baseline in TFC was −0.30 in high-dose patients compared with −0.70 in low-dose patients, a difference of 0.40 in favor of the high dose.

As is common with longitudinal natural history studies, missingness of data increased with duration of follow-up, reaching 53% in the updated ENROLL-HD matched controls at 48 months. Our analysis of the updated control showed that patients discontinuing follow-up were progressing materially faster than those remaining in the control group. We believe these factors likely understated disease progression in the control and the resulting treatment effect of ifezuntirgene inilparvovec at 48 months.

Ifezuntirgene inilparvovec continues to be generally well-tolerated in the Phase I/II studies, with a manageable safety profile at both doses. The most common adverse events in the treatment groups were related to the administration procedure, and all have resolved. As previously disclosed, five high dose participants (17%) experienced a treatment-related serious adverse event (“SAE”) related to central nervous system inflammation, all of which fully resolved.

Temporal lobe epilepsy program (AMT-260)

We are conducting a Phase I/IIa clinical trial, GenTLE, of AMT-260 for the treatment of MTLE in the U.S. GenTLE is a multicenter, open-label trial with two dosing cohorts of at least six patients each to assess safety, tolerability, and initial efficacy of AMT-260 in patients with refractory MTLE.

In June 2026, we announced preliminary data on the first cohort in GenTLE. As of the May 29, 2026 data cutoff date, three of six patients in the first, low-dose cohort ($1x10^{12}$ gc/mL) achieved meaningful reductions in disabling seizures during months four through six of follow-up, ranging from a 79% to 100% decline from baseline. The remaining three patients in the low-dose cohort experienced variable changes in disabling seizures during months four through six of follow-up, ranging from a 33% decrease to a 36% increase compared to baseline. As of June 19, 2026, there have been no SAEs related to AMT-260 or the surgical procedure reported. All reported adverse events in the low-dose cohort were classified as mild or moderate in severity, with the most common adverse event being headache (N=2). No immunosuppression was required.

In the third quarter of 2026, the Company completed enrollment in the second dose cohort of seven patients in the ongoing Phase I/IIa study.

Fabry disease program (AMT-191)

We are conducting a Phase I/II clinical trial of AMT-191 for the treatment of Fabry disease. The multicenter, open-label clinical trial consists of three dose-ranging cohorts of three or more patients each to assess safety, tolerability, and efficacy of AMT-191 in patients with Fabry disease.

In June 2026, we presented updated preliminary data from the Phase I/II study of AMT-191 for Fabry disease. The data, based on a March 15, 2026 data cutoff date, included patient follow-up ranging from three months to more than 18 months and consisted of the following:

- Dose-dependent elevations were observed across 11 patients in three dose levels with α-Gal A activity ranging from 1.0- to 16.2-fold above mean normal range (1.38-8.66 nmol; mean normal of 3.57 nmol) at the lowest dose, 14.5- to 229.6-fold at the mid dose, and 58.7- to 143.6-fold at the highest dose.

- All 11 dosed patients were withdrawn from enzyme replacement therapy ("ERT").

- Plasma lyso-Gb3 levels were stable post-dose across all dose cohorts, regardless of ERT status through the cutoff date.

AMT-191 continued to show a manageable safety profile. No SAEs related to AMT-191 were observed at the $4x10^{13}$ gc/kg ("mid-dose") and $2x10^{13}$ gc/kg ("low-dose") doses. No additional SAEs were observed at the $6x10^{13}$ gc/kg ("high-dose") dose beyond those previously reported in September 2025 in two patients.

In August 2026, enrollment resumed in the mid- and high-dose cohorts of the ongoing Phase I/II study. Per protocol, dosing had previously been paused after observing asymptomatic liver enzyme elevations in two mid-dose patients, which resolved following a course of immunosuppression.

Business Development

Hercules Loan Amendment

In July 2026, we entered into an amendment to the $175.0 million senior secured term loan facility (the "2026 Amended Facility") with Hercules Capital, Inc. ("Hercules"). The 2026 Amended Facility, among other things, extends the period we can draw the $100.0 million term loan tranche from June 2027 to September 2027. Except as provided for in the amendment, the terms of borrowing under the 2026 Amended Facility remain unchanged.

Financial Overview

Key components of our results of operations include the following:

	Three months ended September 30,		Nine months ended September 30,	
	2026	2025	2026	2025
	(in thousands)		(in thousands)	
Total revenues	$ 5,196	$ 3,701	$ 14,599	$ 10,530
Cost of license revenues	(236)	(398)	(805)	(1,251)
Research and development expenses	(35,517)	(34,366)	(98,657)	(105,889)
Selling, general and administrative expenses	(23,918)	(19,438)	(61,353)	(43,846)
Net loss	(61,217)	(80,529)	(195,811)	(161,885)

As of September 30, 2026 and December 31, 2025, we had cash and cash equivalents and investment securities of $768.4 million and $622.5 million, respectively. We had a net loss of $61.2 million and $195.8 million in the three and nine months ended September 30, 2026, compared to a net loss of $80.5 million and $161.9 million for the same periods in 2025. As of September 30, 2026 and December 31, 2025, we had accumulated deficits of $1,524.7 million and $1,328.9 million, respectively. See "Results of Operations" below for a discussion of the detailed components and analysis of the amounts above.

Critical Accounting Policies and Estimates

In preparing our unaudited consolidated financial statements in accordance with U.S. GAAP and pursuant to the rules and regulations promulgated by the Securities and Exchange Commission (the "SEC") we make assumptions, judgments and estimates that can have a significant impact on our net loss and affect the reported amounts of certain assets, liabilities, revenue and expenses, and related disclosures. We base our assumptions, judgments and estimates on historical experience and various other factors that we believe to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities that are not clear from other sources. Actual results may differ from these estimates under different assumptions or conditions. In making estimates and judgments, management employs critical accounting policies. A summary of our critical accounting policies, as well as a discussion of our critical accounting estimates, are presented in our Annual Report. There were no material changes to our critical accounting policies during the nine months ended September 30, 2026.

Research and development expenses

We expense research and development ("R&D") expenses as incurred. R&D expenses include costs which relate to our primary activities of biopharmaceutical research and development. Our R&D expenses generally consist of costs incurred for the development of our target candidates, which include:

- employee-related expenses, including salaries, benefits, travel and share-based compensation expense;
- costs incurred for laboratory research, preclinical and nonclinical studies, clinical trials, statistical analysis and report writing, and regulatory compliance costs incurred with clinical research organizations and other third-party vendors;
- costs incurred to conduct consistency and comparability studies;
- costs incurred for the development and improvement of our manufacturing processes and methods;
- costs associated with research activities for enabling technology platforms;
- costs associated with the rendering of collaboration services;
- payments related to identifiable intangible assets without an alternative future use;
- payments to our licensors for milestones that have been achieved related to our product candidates;
- facilities, depreciation, and other expenses, which include direct and allocated expenses for rent and maintenance of facilities, insurance, and other supplies; and
- changes in the fair value of liabilities recorded in relation to the acquisition of uniQure France SAS.

Our R&D expenses may vary substantially from period to period based on the timing of our research and development activities, including manufacturing campaigns, regulatory submissions, and enrollment of patients in clinical trials. The successful development of our product candidates is highly uncertain. Estimating the nature, timing, or cost of the development of any of our product candidates involves considerable judgment due to numerous risks and uncertainties associated with developing gene therapies, including the uncertainty of:

- the scope, rate of progress and expense of our research and development activities;
- clinical trial protocols, speed of enrollment and resulting data;
- the effectiveness and safety of our product candidates; and
- the timing of regulatory approvals.

A change in the outcome of any of these variables with respect to our product candidates that we may develop could mean a significant change in the expenses and timing associated with the development of such product candidates.

Selling, general and administrative expenses

Our selling, general and administrative expenses consist principally of employee, office, consulting, legal and other professional and administrative expenses. We incurred expenses associated with operating as a public company, including expenses for personnel, legal, accounting and audit fees, board of directors' costs, directors' and officers' liability insurance premiums, Nasdaq listing fees, expenses related to investor relations and fees related to business development and maintaining our patent and license portfolio.

Other items, net

Our other income generally consists of payments received to subsidize our research and development efforts and income from the subleasing of our Amsterdam facility and our Lexington, MA research and development facility.

In 2024, as part of the divestment of our commercial manufacturing operations to Genezen Holdings Inc. and its subsidiary Genezen MA, Inc. (together "Genezen"), we entered into various service agreements, including a commercial supply agreement (the "Genezen CSA"). In April 2026, we entered into an agreement to terminate the Genezen CSA. Pursuant to the termination agreement, our obligation to supply HEMGENIX® and any minimum purchase commitments under the Genezen CSA terminated in October 2026.

Our other expenses up to September 30, 2026, consisted of costs incurred under the Genezen CSA. These include costs related to the purchase of HEMGENIX® from Genezen, net of income from the sales of HEMGENIX® to CSL Behring LLC ("CSL Behring"), amortization of the intangible asset recorded with respect to the favorable supply terms under the Genezen CSA, and release of liabilities related to expected net losses associated with the remaining minimum purchase commitments under the Genezen CSA.

Through the termination of the Genezen CSA in October 2026, we treated costs related to the purchase of HEMGENIX® from Genezen and revenue from the sales of HEMGENIX® to CSL Behring as an agent, and presented them on a net basis, together with income related to the release of liabilities associated with expected net losses, in Other expense within the Company's Consolidated Statements of Operations and Comprehensive Loss.

Additionally, other expenses also consist of expenses we incur in relation to our subleasing income.

Results of Operations

Comparison of the three months ended September 30, 2026 and 2025

The following table presents a comparison of our results of operations for the three months ended September 30, 2026 and 2025:

	Three months ended September 30,		
	2026	2025	2026 vs 2025
		(in thousands)	
License revenues	$ 5,196	$ 3,582	$ 1,614
Collaboration revenues	—	119	(119)
Total revenues	**5,196**	**3,701**	**1,495**
Operating expenses:			
Cost of license revenues	(236)	(398)	162
Research and development expenses	(35,517)	(34,366)	(1,151)
Selling, general and administrative expenses	(23,918)	(19,438)	(4,480)
Total operating expenses	**(59,671)**	**(54,202)**	**(5,469)**
Other income	1,690	1,510	180
Other expense	(195)	(2,044)	1,849
Loss from operations	**(52,980)**	**(51,035)**	**(1,945)**
Non-operating (expense) / income, net	(7,561)	(20,868)	13,307
Net loss before income tax expense	**$ (60,541)**	**$ (71,903)**	**$ 11,362**
Income tax expense	(676)	(8,626)	7,950
Net loss	**$ (61,217)**	**$ (80,529)**	**$ 19,312**

License revenues

We recognize license revenues from CSL Behring related to royalty payments owed on HEMGENIX® sales, when earned. For the three months ended September 30, 2026 and 2025, we recognized $5.2 million and $3.6 million of license revenues, respectively.

R&D expense

R&D expenses for the three months ended September 30, 2026 were $35.5 million, compared to $34.4 million for the same period in 2025. Other research and development expenses are separately classified in the table below. These other expenses are not allocated to specific projects, as they are deployed across multiple projects under development.

	Three months ended September 30,		
	2026	2025	2026 vs 2025
		(in thousands)	
Huntington's disease (ifezuntirgene inilparvovec)	$ 7,693	$ 11,801	$ (4,108)
Temporal lobe epilepsy (AMT-260)	3,723	2,245	1,478
Fabry disease (AMT-191)	1,372	1,709	(337)
Amyotrophic lateral sclerosis (AMT-162)	572	1,638	(1,066)
Programs in preclinical development and platform related expenses	3,152	1,419	1,733
Total direct research and development expenses	**$ 16,512**	**$ 18,812**	**$ (2,300)**
Employee and contractor-related expenses	10,743	8,566	2,177
Facility expenses	3,253	3,716	(463)
Share-based compensation expense	2,081	695	1,386
Fair value changes related to contingent consideration	698	1,822	(1,124)
Information technology costs	590	27	563
Other expenses	1,640	728	912
Total other research and development expenses	**$ 19,005**	**$ 15,554**	**$ 3,451**
Total research and development expenses	**$ 35,517**	**$ 34,366**	**$ 1,151**

Direct research and development expenses

Huntington's disease (ifezuntirgene inilparvovec)

In the three months ended September 30, 2026 and 2025, we incurred costs related to the development of ifezuntirgene inilparvovec of $7.7 million and $11.8 million respectively. The decrease of $4.1 million was primarily related to lower manufacturing process validation costs, which were $0.7 million in the current year period, compared to $5.3 million in the prior year period.

Temporal lobe epilepsy (AMT-260)

In the three months ended September 30, 2026 and September 30, 2025, we incurred costs related to the development of AMT-260 of $3.7 million and $2.2 million, respectively. The three-month period ended September 30, 2026 included $3.2 million of clinical expenses and $0.5 million of CMC expenses, respectively, compared to $2.1 million and $0.1 million, respectively, in the three-month period ended September 30, 2025.

Fabry disease (AMT-191)

In the three months ended September 30, 2026 and September 30, 2025, we incurred costs related to the development of AMT-191 of $1.4 million and $1.7 million, respectively. These costs were primarily related to our Phase I/II trial.

Amyotrophic Lateral Sclerosis caused by mutations in SOD1 (AMT-162)

In the three months ended September 30, 2026 and September 30, 2025, we incurred costs related to the development of AMT-162 of $0.6 million and $1.6 million, respectively. These costs were primarily related to our Phase I/IIa clinical trial.

Preclinical programs & platform development

In the three months ended September 30, 2026 and September 30, 2025, we incurred costs related to research and technology projects of $3.2 million and $1.4 million, respectively, related primarily to our preclinical activities associated with product candidates for various other research programs and technology innovation projects.

Other research & development expenses

- We incurred $10.7 million in personnel and contractor-related expenses in the three months ended September 30, 2026, compared to $8.6 million for the same period in 2025. The $2.2 million increase was primarily due to higher personnel-related expenses in the current year period;
- We incurred $3.3 million in operating and depreciation expenses related to our leased facilities in Amsterdam and Lexington, Massachusetts in the three months ended September 30, 2026, compared to $3.7 million in the same period in 2025;
- We incurred $2.1 million in share-based compensation expenses in the three months ended September 30, 2026, compared to $0.7 million for the same period in 2025. The increase of $1.4 million was primarily driven by new awards granted during the current year period;
- We incurred a $0.7 million loss related to an increase in the fair value of contingent consideration associated with the acquisition of uniQure France SAS in the three months ended September 30, 2026, compared to a $1.8 million loss for the same period in 2025. The $1.1 million favorable change was primarily attributable to changes in discount rates applied to the remaining milestone payments in the current period;
- We incurred $0.6 million in information technology costs in the three months ended September 30, 2026, compared to less than $0.1 million in the same period in 2025; and
- We incurred $1.6 million of other expenses for the three months ended September 30, 2026, compared to $0.7 million for the same period in 2025.

Selling, general and administrative expenses

Selling, general and administrative expenses for the three months ended September 30, 2026 were $23.9 million, compared to $19.4 million for the same period in 2025.

	Three months ended September 30,		
	2026	2025	2026 vs 2025
		(in thousands)	
Employee and contractor-related expenses	$ 9,499	$ 7,055	$ 2,444
Professional fees	7,074	6,362	712
Share-based compensation expense	3,365	2,827	538
Information technology costs	960	310	650
Intellectual property fees	789	582	207
Depreciation and facility costs	528	466	62
Other expenses	1,703	1,836	(133)
Total selling, general and administrative expenses	**$ 23,918**	**$ 19,438**	**$ 4,480**

- We incurred $9.5 million in personnel and contractor-related expenses in the three months ended September 30, 2026, compared to $7.1 million in the same period in 2025. The $2.4 million increase was primarily driven by a higher headcount following employee recruitment to support the potential commercial launches of ifezuntirgene inilparvovec;
- We incurred $7.1 million in professional fees in the three months ended September 30, 2026, compared to $6.4 million in the same period in 2025. The $0.7 million increase was primarily a result of higher costs in connection with the potential commercial launches of ifezuntirgene inilparvovec;
- We incurred $3.4 million in share-based compensation expenses in the three months ended September 30, 2026, compared to $2.8 million in the same period in 2025. The $0.5 million increase was primarily driven by new awards granted during the current year period;
- We incurred $1.0 million in information technology costs in the three months ended September 30, 2026, compared to $0.3 million in the same period in 2025. The increase was primarily related to expenses incurred to support the preparation of a potential commercialization of ifezuntirgene inilparvovec;
- We incurred $0.8 million in intellectual property fees in the three months ended September 30, 2026, compared to $0.6 million in the same period in 2025;
- We incurred $0.5 million in depreciation and facility costs in the three months ended September 30, 2026, compared to $0.5 million in the same period in 2025; and
- We incurred $1.7 million in other expenses in the three months ended September 30, 2026, compared to $1.8 million in the same period in 2025.

Other income and expense

	Three months ended September 30,		
	2026	2025	2026 vs 2025
		(in thousands)	
Research and development grants from Dutch authorities	$ 1,073	$ 1,012	$ 61
Sublease income, net	309	31	278
Supply of HEMGENIX® to CSL Behring	71	(1,586)	1,657
Other income, net	42	9	33
Total other items, net	**$ 1,495**	**$ (534)**	**$ 2,029**

Other non-operating items, net

Our other non-operating items, net, for the three months ended September 30, 2026 and September 30, 2025 were as follows:

	Three months ended September 30,		
	2026	2025	2026 vs 2025
		(in thousands)	
Interest income	$ 8,114	$ 3,503	$ 4,611
Interest expense - Royalty Financing Agreement	(13,164)	(13,806)	642
Interest expense - Hercules loan facility	(1,406)	(1,794)	388
Interest expense - other	(6)	(1,121)	1,115
Foreign currency (losses) / gains, net	(217)	(428)	211
Changes in fair value of liability related to pre-funded warrants	(882)	(5,722)	4,840
Issuance costs - Pre-funded warrants	—	(1,500)	1,500
Total non-operating items, net	**$ (7,561)**	$ **(20,868)**	$ **13,307**

We recognize interest income associated with our cash and cash equivalents, investment securities and convertible note. We recognized $8.1 million in interest income in the three months ended September 30, 2026, compared to $3.5 million in the same period in 2025. The $4.6 million increase was primarily due to higher interest rates as well as higher average balances of our investment securities held during the current year period, compared to the prior year period.

We conduct transactions and hold monetary assets and liabilities denominated in foreign currencies, principally the euro and the U.S. dollar. Monetary balances are remeasured at period-end exchange rates and resulting foreign currency transaction gains and losses are recorded in the Unaudited Consolidated Statements of Operations and Comprehensive Loss as incurred.

We recognized a net foreign currency loss of $0.2 million during the three months ended September 30, 2026, compared to a net loss of $0.4 million during the same period in 2025. The foreign currency movements relate to our Hercules loan facility, the Royalty Financing Agreement, cash and cash equivalents, investment securities, and intercompany loans within the uniQure group.

In connection with our September 2025 follow-on public offering, we issued pre-funded warrants that were classified as a liability and measured at fair value each reporting period. In August 2026, the holder exercised all outstanding pre-funded warrants and we recognized a loss of $0.9 million in the three months ended September 30, 2026, reflecting the change in fair value of the liability through the exercise date, compared to a loss of $5.7 million for the same period in 2025.

Income tax expense

We recognized $0.6 million of deferred tax expense in the three months ended September 30, 2026, and $0.2 million of deferred tax expense for the same period in 2025 related to our U.S. operations. In addition, during the three months ended September 30, 2025, we recorded $7.5 million of current income tax expense and $0.9 million of deferred tax related to our Dutch operations as a result of a revised assessment of the Dutch corporate income tax treatment of the $375.0 million upfront payment received in 2023 under the Royalty Financing Agreement.

Results of Operations

Comparison of the nine months ended September 30, 2026 and 2025

The following table presents a comparison of our results of operations for the nine months ended September 30, 2026 and 2025:

	Nine months ended September 30,		
	2026	2025	2026 vs 2025
		(in thousands)	
License revenues	$ 14,599	$ 10,411	$ 4,188
Collaboration revenues	—	119	(119)
Total revenues	**14,599**	**10,530**	**4,069**
Operating expenses:			
Cost of license revenues	(805)	(1,251)	446
Research and development expenses	(98,657)	(105,889)	7,232
Selling, general and administrative expenses	(61,353)	(43,846)	(17,507)
Total operating expenses	**(160,815)**	**(150,986)**	**(9,829)**
Other income	4,920	12,413	(7,493)
Other expense	(9,607)	(6,188)	(3,419)
Loss from operations	**(150,903)**	**(134,231)**	**(16,672)**
Non-operating (expense) / income, net	(41,903)	(18,107)	(23,796)
Loss before income tax expense	$ **(192,806)**	$ **(152,338)**	**(40,468)**
Income tax expense	(3,005)	(9,547)	6,542
Net loss	**$ (195,811)**	**$ (161,885)**	**$ (33,926)**

License revenues

We recognize license revenues from CSL Behring related to royalty payments owed on HEMGENIX® sales, when earned. For the nine months ended September 30, 2026 and 2025, we recognized $14.6 million and $10.4 million of license revenues, respectively.

R&D expense

R&D expenses for the nine months ended September 30, 2026 were $98.7 million, compared to $105.9 million for the same period in 2025. Other research and development expenses are separately classified in the table below. These other expenses are not allocated to specific projects, as they are deployed across multiple projects under development.

	Nine months ended September 30,		
	2026	2025	2026 vs 2025
		(in thousands)	
Huntington's disease (ifezuntirgene inilparvovec)	$ 21,953	$ 30,548	$ (8,595)
Temporal lobe epilepsy (AMT-260)	10,718	6,275	4,443
Fabry disease (AMT-191)	5,088	5,151	(63)
Amyotrophic lateral sclerosis (AMT-162)	3,969	4,567	(598)
Programs in preclinical development and platform related expenses	6,169	3,104	3,065
Total direct research and development expenses	**$ 47,897**	**$ 49,645**	**$ (1,748)**
Employee and contractor-related expenses	28,914	28,248	666
Facility expenses	9,274	12,119	(2,845)
Share-based compensation expense	5,946	5,916	30
Information technology costs	2,646	1,861	785
Fair value changes related to contingent consideration	616	5,293	(4,677)
Other expenses	3,364	2,807	557
Total other research and development expenses	**$ 50,760**	**$ 56,244**	**$ (5,484)**
Total research and development expenses	**$ 98,657**	**$ 105,889**	**$ (7,232)**

Direct research and development expenses

Huntington's disease (ifezuntirgene inilparvovec)

In the nine months ended September 30, 2026 and 2025, we incurred costs related to the development of ifezuntirgene inilparvovec of $22.0 million and $30.5 million, respectively. The decrease of $8.6 million was primarily driven by lower manufacturing costs of $4.6 million in the current period, compared to $11.4 million in the prior year period, and lower costs related to clinical trials of $14.5 million in the current period, compared to $17.1 million in the prior year period. These decreases were partially offset by higher regulatory costs of $1.8 million, compared to $1.1 million in the prior year period, associated with the preparation of BLA and MAA submissions for ifezuntirgene inilparvovec in the United States and the United Kingdom, respectively.

Temporal lobe epilepsy (AMT-260)

In the nine months ended September 30, 2026 and September 30, 2025, we incurred costs related to the development of AMT-260 of $10.7 million and $6.3 million, respectively. The current period included costs of $9.4 million related to clinical trials and $1.0 million related to CMC development, compared to $5.4 million and $0.7 million, respectively, in the prior year period.

Fabry disease (AMT-191)

In the nine months ended September 30, 2026 and September 30, 2025, we incurred costs related to the development of AMT-191 of $5.1 million and $5.2 million, respectively. These costs primarily related to the Phase I/II trial.

Amyotrophic Lateral Sclerosis caused by mutations in SOD1 (AMT-162)

In the nine months ended September 30, 2026 and September 30, 2025, we incurred costs related to the development of AMT-162 of $4.0 million and $4.6 million, respectively. These costs primarily related to the Phase I/II trial.

Preclinical programs & platform development

In the nine months ended September 30, 2026 and September 30, 2025, we incurred costs related to research and technology projects of $6.2 million and $3.1 million, respectively, related primarily to our preclinical activities associated with product candidates for various other research programs and technology innovation projects.

Other research & development expenses

- We incurred $28.9 million in personnel and contractor-related expenses in the nine months ended September 30, 2026, compared to $28.2 million for the same period in 2025;
- We incurred $9.3 million in operating and depreciation expenses related to our leased facilities in Amsterdam and Lexington, Massachusetts in the nine months ended September 30, 2026, compared to $12.1 million in the same period in 2025. The decrease of $2.8 million was primarily driven by a revision to the estimated useful lives of certain assets, resulting in higher depreciation recognized during the prior year period;
- We incurred $5.9 million in share-based compensation expenses in the nine months ended September 30, 2026, compared to $5.9 million for the same period in 2025;
- We incurred $2.6 million in information technology costs in the nine months ended September 30, 2026, compared to $1.9 million for the same period in 2025;
- We incurred a $0.6 million loss related to an increase in the fair value of contingent consideration associated with the acquisition of uniQure France SAS in the nine months ended September 30, 2026, compared to a $5.3 million loss for the same period in 2025. The $4.7 million favorable change was primarily driven by larger fair value increases in the prior year period, reflecting accelerated expected milestone timing and lower discount rates, whereas in the current year period a delay in expected milestone timing was more than offset by the lower discount rates; and
- We incurred $3.4 million of other expenses for the nine months ended September 30, 2026, compared to $2.8 million for the same period in 2025.

Selling, general and administrative expenses

Selling, general and administrative expenses for the nine months ended September 30, 2026 were $61.4 million, compared to $43.8 million for the same period in 2025.

	Nine months ended September 30,		
	2026	2025	2026 vs 2025
		(in thousands)	
Employee and contractor-related expenses	$ 28,232	$ 17,937	$ 10,295
Professional fees	12,321	11,693	628
Share-based compensation expense	9,606	7,100	2,506
Intellectual property fees	2,644	1,146	1,498
Information technology costs	1,869	784	1,085
Depreciation and facility costs	1,373	1,424	(51)
Other expenses	5,308	3,762	1,546
Total selling, general and administrative expenses	**$ 61,353**	**$ 43,846**	**$ 17,507**

- We incurred $28.2 million in personnel and contractor-related expenses in the nine months ended September 30, 2026, compared to $17.9 million in the same period in 2025. The $10.3 million increase was primarily driven by higher headcount following employee recruitment to support the potential commercial launches of ifezuntirgene inilparvovec;
- We incurred $12.3 million in professional fees in the nine months ended September 30, 2026, compared to $11.7 million in the same period in 2025. The increase was primarily related to professional fees incurred to support the preparation of a potential commercialization of ifezuntirgene inilparvovec;
- We incurred $9.6 million in share-based compensation expenses in the nine months ended September 30, 2026, compared to $7.1 million in the same period in 2025. The $2.5 million increase was primarily driven by new awards granted during the current year period;
- We incurred $2.6 million in intellectual property fees in the nine months ended September 30, 2026, compared to $1.1 million in the same period in 2025. The $1.5 million increase was primarily driven by higher registration and professional fees. The increase was primarily related to expenses incurred to support the preparation of a potential commercialization of ifezuntirgene inilparvovec.
- We incurred $1.9 million in information technology costs in the nine months ended September 30, 2026 compared to $0.8 million in the same period in 2025. The increase was primarily related to expenses incurred to support the preparation of a potential commercialization of ifezuntirgene inilparvovec;
- We incurred $1.4 million in depreciation and facility costs in the nine months ended September 30, 2026 compared to $1.4 million in the same period in 2025; and
- We incurred $5.3 million in other expenses in the nine months ended September 30, 2026, compared to $3.8 million in the same period in 2025.

Other income and expense

	Nine months ended September 30,		
	2026	2025	2026 vs 2025
		(in thousands)	
Supply of HEMGENIX® to CSL Behring	(8,809)	(4,842)	(3,967)
Research and development grants from Dutch authorities	3,195	4,123	(928)
Sublease income, net	915	402	513
Other income, net	12	542	(530)
Sale of critical reagents to Genezen	$ —	$ 6,000	$ (6,000)
Total other items, net	**$ (4,687)**	**$ 6,225**	**$ (10,912)**

In April 2026, we entered into an agreement to terminate the Genezen CSA. In connection with the termination, we recorded a write-down of $5.9 million related to the favorable supply intangible asset in Other expense.

Other non-operating items, net

Our other non-operating items, net, for the nine months ended September 30, 2026 and September 30, 2025 were as follows:

	Nine months ended September 30,		
	2026	2025	2026 vs 2025
		(in thousands)	
Interest income	18,394	11,154	7,240
Interest expense - Royalty Financing Agreement	(38,748)	(40,885)	2,137
Interest expense - Hercules loan facility	(4,219)	(5,415)	1,196
Interest expense - other	(6)	(1,121)	1,115
Changes in fair value of liability related to pre-funded warrants	(13,083)	(5,722)	(7,361)
Foreign currency (losses) / gains, net	(4,241)	25,382	(29,623)
Issuance costs - Pre-Funded Warrants	—	(1,500)	1,500
Total Other non-operating items, net	**$ (41,903)**	**$ (18,107)**	**$ (23,796)**

We recognize interest income associated with our cash and cash equivalents, investment securities and convertible note. We recognized $18.4 million in interest income in the nine months ended September 30, 2026, compared to $11.2 million in the same period in 2025. The $7.2 million increase was primarily due to higher average balances of investment securities held during the current year period, compared to the prior year period.

In May 2023, uniQure biopharma B.V. entered into an agreement (the “Royalty Financing Agreement”) with HemB SPV, L.P. to sell certain current and future royalties due to uniQure biopharma B.V. from CSL Behring from the net sales of HEMGENIX® pursuant to the CSL Behring Agreement. We recognized non-cash interest expenses related to the Royalty Financing Agreement of $38.7 million and $40.9 million in the nine months ended September 30, 2026 and 2025, respectively.

We recognized interest expense related to the Hercules loan facility of $4.2 million in the nine months ended September 30, 2026, compared to $5.4 million in the same period in 2025. In July 2026, the Company entered into an amendment to its venture debt loan facility with Hercules Capital, Inc. (as amended, the "2026 Amended Facility"). Except as provided for in the amendment, the terms of borrowing remained unchanged. The $1.2 million decrease was primarily due to more favorable terms following the amendment of the facility in September 2025, as well as a decrease in market interest rates.

In connection with our September 2025 follow-on public offering, we issued pre-funded warrants that were classified as a liability and measured at fair value each reporting period. In August 2026, the holder exercised all outstanding pre-funded warrants and we recognized a loss of $13.1 million in the nine months ended September 30, 2026, reflecting the change in fair value of the liability through the exercise date, compared to a loss of $5.7 million for the same period in 2025.

We recognized a net foreign currency loss of $4.2 million in the nine months ended September 30, 2026, compared to a net gain of $25.4 million in the same period in 2025. The foreign currency movements related to our borrowings from Hercules, the Royalty Financing Agreement, cash and cash equivalents, investment securities, and intercompany loans within the uniQure group.

Income tax expense

We recognized $2.9 million of deferred tax expense in the nine months ended September 30, 2026, compared to $1.1 million in the same period in 2025 related to our U.S. operations. In addition, during the nine months ended September 30, 2025, we recorded $7.5 million of current income tax expense and $0.9 million of deferred tax expense related to our Dutch operations as a result of a revised assessment of the Dutch corporate income tax treatment of the $375.0 million upfront payment received in 2023 under the Royalty Financing Agreement.

Financial Position, Liquidity and Capital Resources

As of September 30, 2026, we had cash and cash equivalents, restricted cash and investment securities of $770.0 million. We believe these resources will be sufficient to fund our projected operating expenses into 2030, including costs associated with the commercial launches and confirmatory study of ifezuntirgene inilparvovec, ongoing clinical trials of ifezuntirgene inilparvovec, AMT-191 and AMT-260, and potential investments to advance certain pipeline candidates into late-stage development. The amount and timing of our actual expenditures may vary significantly depending on the commencement and design of any new clinical studies that we may conduct. We have based our estimate on assumptions that may prove to be wrong, and we could exhaust our available capital resources sooner than we expect, and as such, we may require additional funding.

This includes up to $100.0 million in additional availability under our Hercules senior secured term loan facility, which becomes accessible upon BLA approval for ifezuntirgene inilparvovec prior to September 30, 2027, subject to confirmatory trial requirements remaining on track. Additional funding could also include a combination of public equity offerings, collaborations, strategic alliances, licensing arrangements or marketing and distribution arrangements, which may not be possible. If adequate funds are not available to us on acceptable terms when we need them, we may be unable to pursue further development of our clinical product candidates.

Our current material cash requirements include the following contractual and other obligations:

Debt

As of September 30, 2026, we had an outstanding loan amount owed to Hercules for an aggregate principal amount of $50.0 million. The loan has an interest-only period until October 1, 2028 and we are contractually required to repay the $50.0 million in equal installments between October 1, 2028 and October 1, 2030. The interest-only period will be extended to October 1, 2029 if the BLA for ifezuntirgene inilparvovec is approved prior to October 1, 2028. The interest-only period will be further extended to October 1, 2030 if certain commercial milestones are met prior to March 31, 2029. Future contractual interest payments (assuming repayments commence on October 1, 2028) associated with the loan are $14.9 million, with $4.8 million payable within the next 12 months.

Leases

We have entered into lease arrangements for facilities, including corporate, laboratories and office space. As of September 30, 2026, we had fixed lease payment obligations of $18.3 million, with $4.5 million payable within the next 12 months. Following the closing of the Lexington Transaction, we assigned our lease for our prior manufacturing facility in Lexington, MA to Genezen. As of September 30, 2026, we remain obligated under a guarantee of lease payments of $12.8 million, with the maximum potential exposure under the guarantee decreasing over the remaining lease term through May 2029.

Commitments related to uniQure France SAS acquisition (nominal amounts)

In connection with our acquisition of uniQure France SAS, we entered into commitments to make payments to the former shareholders upon the achievement of certain contractually defined milestones. The commitments include payments related to post-acquisition services that we agreed to as part of the transaction. As of September 30, 2026, our remaining commitment amounts include EUR 160.0 million ($181.7 million) in potential milestone payments associated with Phase III development and the approval of AMT-260 in the U.S. and European Union. The timing of achieving these milestones and consequently the timing of payments, as well as whether the milestones will be achieved at all, is generally uncertain. These payments are owed in euro and have been translated at the foreign exchange rate as of September 30, 2026 of $1.14/€1.00. As of September 30, 2026, we expect these obligations will become payable between 2030 and 2034. If and when due, up to 25% of the milestone payments can be settled with our ordinary shares.

Commitments related to licensors and financial advisors

We have obligations to make future payments to third parties that become due and payable on the achievement of certain development, regulatory and commercial milestones (such as the start of a clinical trial, filing of a BLA, approval by the FDA or product launch) or as a result of collecting payments related to our sale of the exclusive global rights of HEMGENIX® to CSL Behring. We also owe payments to a financial advisor related to certain payments we will collect under the CSL Behring Agreement.

The table below summarizes our consolidated cash flow data for the nine months ended September 30, 2026 and 2025:

	Nine months ended September 30,	
	2026	2025
	(in thousands)	
Cash, cash equivalents and restricted cash at the beginning of the period	$ 81,801	$ 160,329
Net cash used in operating activities	(114,646)	(100,394)
Net cash (used in) / generated from investing activities	(116,912)	119,751
Net cash generated from financing activities	251,223	412,949
Foreign exchange impact	(1,494)	5,914
Cash, cash equivalents and restricted cash at the end of period	**$ 99,972**	$ **598,549**

We have previously incurred losses and cumulative negative cash flows from operations since our business was founded by our predecessor entity AMT Therapeutics Holding N.V. in 1998, with the exception of generating income in 2021 after receiving the upfront payment upon closing of the CSL Behring Agreement. We continued to incur losses in the current period. We recorded a net loss of $61.2 million and $195.8 million in the three and nine months ended September 30, 2026, compared to a net loss of $80.5 million and $161.9 million during the same period in 2025. As of September 30, 2026, we had an accumulated deficit of $1,524.7 million.

Sources of liquidity

From our first institutional venture capital financing in 2006 through to the current period, we have funded our operations primarily through private and public placements of equity securities, debt securities, pre-funded warrants, and payments from our collaboration partners, as well as $370.1 million through the sale of a portion of royalties due from our collaboration partner CSL Behring in 2023. Between July 2021 and July 2023, we collected $617.4 million from CSL Behring as a result of the sale of HEMGENIX® to CSL Behring and other milestones collected from CSL Behring, and we are eligible to receive additional milestone payments, as well as royalties (to the extent not owed to settle the liability from the Royalty Financing Agreement) on net sales of HEMGENIX®.

In June 2026, we received aggregate net proceeds of $242.7 million, after deducting underwriting discounts and commissions and other offering expenses payable by us, following the completion of a follow-on public offering of 5.7 million ordinary shares at a public offering price of $45.50 per ordinary share.

We are subject to certain covenants under the senior secured term loan facility with Hercules and may become subject to covenants under any future indebtedness that could limit our ability to take specific actions, such as incurring additional debt, making capital expenditures, or declaring dividends, which could adversely impact our ability to conduct our business. In addition, our pledge of assets as collateral to secure our obligations under the senior secured term loan facility with Hercules may limit our ability to obtain debt financing.

To the extent we need to finance our cash needs through equity offerings or debt financings, such financing may be subject to unfavorable terms including without limitation, the negotiation and execution of definitive documentation, as well as credit and debt market conditions, and we may not be able to obtain such financing on terms acceptable to us or at all. If financing is not available when needed, including through debt or equity financings, or is available only on unfavorable terms, we may be unable to meet our cash needs. If we raise additional funds through collaborations, strategic alliances or marketing, distribution, or licensing arrangements with third parties, we may have to relinquish valuable rights to our technologies, future revenue streams or product candidates or grant licenses on terms that may not be favorable to us. If we are unable to raise additional funds through equity or debt financings when needed, we may be required to delay, limit, reduce or terminate our product development or future commercialization efforts or grant rights to develop and market product candidates that we would otherwise prefer to develop and market ourselves, which could have a material adverse effect on our business, financial conditions, results of operations and cash flows.

Net cash used in operating activities

Net cash used in operating activities was $114.6 million for the nine months ended September 30, 2026 and consisted of a net loss of $195.8 million, adjusted for non-cash items including depreciation and amortization expense of $13.3 million, amortization of the discount on investment securities of $13.6 million, share-based compensation expense of $15.6 million, $23.4 million of interest expense net of interest paid related to the Royalty Financing Agreement, a change in deferred taxes of $2.9 million, changes in the fair value of contingent consideration of $0.6 million, changes in the fair value of the liability related to pre-funded warrants of $13.1 million, and unrealized foreign exchange losses of $5.1 million. Net cash used in operating activities also included favorable changes in operating assets and liabilities of $24.4 million. There was a net decrease in accounts receivable, accrued income, prepaid expenses, and other current assets and receivables of $10.1 million. There was a net increase in accounts payable, accrued expenses, and operating leases of $14.3 million.

Net cash used in operating activities was $100.4 million for the nine months ended September 30, 2025 and consisted of net loss of $161.9 million adjusted for non-cash items, including depreciation and amortization expense of $11.8 million, amortization of the discount on investment securities of $6.1 million, share-based compensation expense of $13.0 million, $29.2 million of interest expense net of interest paid related to the Royalty Financing Agreement, a change in deferred taxes of $2.0 million, changes in the fair value of contingent consideration of $5.3 million, changes in the fair value of the liability related to pre-funded warrants of $5.7 million, unrealized foreign exchange gains of $24.5 million, and other items, net, of $3.0 million. Net cash used in operating activities also included favorable changes in operating assets and liabilities of $28.1 million. There was a net decrease in accounts receivable, prepaid expenses, and other current assets and receivables of $2.9 million. There was a net increase in accounts payable, accrued expenses, other liabilities, and operating leases of $25.2 million.

Net cash (used in) / generated from investing activities

In the nine months ended September 30, 2026, we used $116.9 million in investing activities compared to $119.8 million generated during the same period in 2025.

	Nine months ended September 30,	
	2026	2025
	(in thousands)	
Cash flows from investing activities		
Proceeds from maturity of debt securities	$ 466,265	$ 337,195
Investment in debt securities	(582,554)	(217,124)
Purchases of property, plant, and equipment	(623)	(320)
Net cash (used in) / generated from investing activities	**$ (116,912)**	**$ 119,751**

Net cash generated from financing activities

In the nine months ended September 30, 2026, net cash generated from financing activities was $251.2 million, compared to net cash generated from financing activities of $412.9 million in the same period in 2025.

	Nine months ended September 30,	
	2026	2025
	(in thousands)	
Cash flows from financing activities		
Proceeds from follow-on public offering of ordinary shares, net of issuance costs	$ 242,682	$ 380,737
Proceeds from issuance of pre-funded warrants, net of issuance costs	—	23,499
Proceeds from issuance of ordinary shares related to employee stock options and purchase plans	8,541	8,713
Net cash generated from financing activities	**$ 251,223**	**$ 412,949**

Funding requirements

Our future capital requirements will depend on many factors, including but not limited to:

- activities to prepare for the potential commercialization of ifezuntirgene inilparvovec for Huntington's disease;
- investments required to support the MAAs of ifezuntirgene inilparvovec or generate confirmatory evidence in conjunction with obtaining accelerated approval;
- investments in the late stage development of AMT-191 and AMT-260;
- earnout payments we might owe the former shareholders of uniQure France SAS, which are subject to achieving specific development and regulatory milestones;
- contractual milestone payments and royalties we might be owed in accordance with the CSL Behring Agreement;
- the scope, timing, results, and costs of our current and planned clinical trials;
- the scope, obligations and restrictions on our business related to our existing equity, debt or royalty monetization financings and underlying agreements;
- the extent to which we acquire or in-license other businesses, products, product candidates or technologies;
- the scope, timing, results and costs of preclinical development and laboratory testing of our additional product candidates;
- the need for additional resources and related recruitment costs to support the preclinical and clinical development of our product candidates;
- the need for any additional tests, studies, or trials beyond those originally anticipated to confirm the safety or efficacy of our product candidates and technologies;
- the cost, timing and outcome of regulatory reviews associated with our product candidates;
- our ability to enter into collaboration arrangements in the future; and
- the costs and timing of preparing, filing, expanding, acquiring, licensing, maintaining, enforcing, and prosecuting patents and patent applications, as well as defending any intellectual property-related claims.

Item 3. Quantitative and Qualitative Disclosures about Market Risk

We are exposed to a variety of financial risks in the normal course of our business, including market risk (including currency, price, and interest rate risk), credit risk and liquidity risk. Our overall risk management program focuses on the preservation of capital and the unpredictability of financial markets and has sought to minimize potential adverse effects on our financial performance and position.

Our market risks and exposures to such market risks during the nine months ended September 30, 2026, have not materially changed from our market risks and our exposure to market risk discussed in Part II, Item 7A of our Annual Report.

Item 4. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

Our management, with the participation of our chief executive officer ("CEO") and chief financial officer ("CFO"), evaluated the effectiveness of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the "Exchange Act") as of September 30, 2026. Based on such evaluation, our CEO and CFO concluded that as of September 30, 2026, our disclosure controls and procedures were effective to ensure that information required to be disclosed by us in reports the Company files or submits under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the rules and forms of the SEC, and that such material information is accumulated and communicated to the Company's management, including its Principal Executive Officer and Principal Financial Officer, to allow timely decisions regarding required disclosure. Because of the inherent limitations in all control systems, any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives, and management necessarily is required to apply its judgment in evaluating the cost-benefit relationship of possible controls and procedures. Furthermore, the Company's controls and procedures can be circumvented by the individual acts of some persons, by collusion of two or more people or by management override of such control, and misstatements due to error or fraud may occur and not be detected on a timely basis.

Changes in Internal Control over Financial Reporting

During the period covered by this Quarterly Report on Form 10-Q, there were no changes in our internal control over financial reporting (as defined in Rule 13a-15(f) under the Exchange Act) that materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Part II – OTHER INFORMATION

Item 1. Legal Proceedings

On February 10, 2026, a class action complaint captioned *Christopher Scocco v. uniQure N.V., et al.*, Case No. 1:26-cv-01124, was filed against us, certain of our executive officers and another party (collectively, "Defendants") in the United States District Court for the Southern District of New York. The complaint purported to assert claims pursuant to Sections 10(b) and 20(a) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and Rule 10b-5 promulgated thereunder, on behalf of a putative class of investors who purchased or otherwise acquired our ordinary shares between September 24, 2025 and October 31, 2025 (the "putative Class Period"). The plaintiff sought to recover damages allegedly caused by purported false and misleading statements and omissions with respect to our Phase I/II study of ifezuntirgene inilparvovec and the timing of the potential BLA filing for ifezuntirgene inilparvovec.

On April 13, 2026, the court appointed the Oklahoma Firefighters Pension and Retirement System as lead plaintiff (the "Lead Plaintiff").

On July 15, 2026, the Lead Plaintiff filed an amended complaint. Like the earlier-filed complaint, the amended complaint purports to assert claims pursuant to Sections 10(b) and 20(a) of the Exchange Act and Rule 10b-5, on behalf of a putative class of investors who purchased or otherwise acquired our ordinary shares during the putative Class Period. Lead Plaintiff seeks unspecified damages allegedly caused by purported false and misleading statements and omissions with respect to the import and viability of data from our Phase I/II study of ifezuntirgene inilparvovec and available pathways to regulatory approval. Defendants' motion to dismiss the amended complaint is currently due November 4, 2026. Management intends to vigorously defend against the claims in this action.

At each reporting date, we evaluate whether or not a potential loss amount or a potential range of loss is probable and reasonably estimable under the provisions of the authoritative guidance that addresses accounting for contingencies. We have not recorded any liability for any portion of this matter because we believe that liability is not probable and reasonably estimable at this time.

Item 1A. Risk Factors

For a discussion of our risks, please see "Item 1A. Risk Factors" in our Annual Report on Form 10-K for the year ended December 31, 2025, as supplemented by "Item 1A. Risk Factors" in our Quarterly Report on Form 10-Q for the quarter ended June 30, 2026 and the risk factor set forth below. There have been no material changes to the risk factors disclosed in our Annual Report on Form 10-K for the fiscal year ended December 31, 2025, as supplemented by our Quarterly Report on Form 10-Q for the quarter ended June 30, 2026 and the risk factor set forth below.

Risks Related to Our Business and the Development of Our Clinical Product Candidates

We are dependent on the success of our lead clinical product candidate, ifezuntirgene inilparvovec, for the treatment of Huntington's disease. A failure of ifezuntirgene inilparvovec in clinical development, including inability to demonstrate sufficient safety or efficacy, or challenges associated with its regulatory approval, manufacturing or commercialization could adversely affect our business.

We have invested a significant portion of our development efforts and financial resources in the development of our lead clinical product candidate, ifezuntirgene inilparvovec, for the treatment of Huntington's disease.

We submitted our BLA for ifezuntirgene inilparvovec to the FDA in August 2026 and the FDA accepted the application for review in October 2026, with a PDUFA target action date of May 1, 2027. In its acceptance letter, the FDA stated that they are tentatively planning to discuss our application at an Advisory Committee meeting. In the third quarter of 2026, we submitted our MAA for ifezuntirgene inilparvovec to the MHRA, which was subsequently validated by the MHRA.

We can provide no assurance that our marketing application will result in approval of ifezuntirgene inilparvovec in Huntington's disease by the FDA or any other regulatory authorities, that the FDA or any other regulatory authorities will be able to make approval decisions by their respective target action dates, that the FDA or any other regulatory authorities will agree that we have met their respective requirements, if any, for a confirmatory study, or that the FDA or any other regulatory authorities will not require advisory committees to be convened as part of their review of respective applications.

There are numerous other factors that could impede or otherwise negatively impact our further development of ifezuntirgene inilparvovec, including, but not limited to: potential patient safety issues; our failure to demonstrate sufficient clinical efficacy or durability of response to warrant approval by the FDA or any other regulatory authority; our failure to demonstrate that our regulatory submissions otherwise meet the requirements for approval; shifting regulatory standards for approval; regulatory authorities may disagree with our interpretation of the data; our current beliefs and understanding of the communications with regulatory authorities regarding the further development of and approval pathway for ifezuntirgene inilparvovec could be incorrect, and the success of our efforts to address such communications and interactions; the results from future interim or topline data analyses and readouts from our ongoing Phase I/II trials, including as additional patient data becomes available; any requirement for additional studies to obtain approval, including a confirmatory study; our ability to fund and enroll a confirmatory study, including engaging sites that may be needed to enroll participants in a confirmatory study; the timing, cost and resources associated with our planned marketing applications; our ability to successfully commercialize ifezuntirgene inilparvovec should we choose to do so without a partner; challenges with potential development or commercial partners, should we choose to pursue further development or commercialization of ifezuntirgene inilparvovec with a partner; and our ability to fund the further development and commercialization of the ifezuntirgene inilparvovec program.

Any one or combination of these factors could force us to halt or discontinue the ongoing clinical trials of ifezuntirgene inilparvovec or related commercialization efforts or could prevent us from obtaining marketing approval within the predicted timeframes or at all. Certain of these risks are heightened in the context of drug development for rare diseases like Huntington's disease and novel investigational products like gene therapies in which non-traditional study designs may be utilized to demonstrate efficacy and safety, including open-label studies, single arm studies, studies utilizing active comparators or natural history data, biomarkers or other forms of surrogate endpoints, which

may be utilized due to the challenges inherent in designing and conducting clinical trials for severe diseases that progress slowly and that affect small patient populations.

The FDA has broad discretion with regard to licensure, including through the Accelerated Approval Program, and the FDA may require additional studies and trials beyond those that we currently contemplate. Furthermore, even if the FDA reviews a BLA seeking approval, including accelerated approval, there can be no assurance that licensure will be granted on a timely basis, or at all. The FDA may disagree that the design of, or results from, our studies and statistical analysis plan ("SAP") support accelerated approval. Additionally, the FDA may require us to conduct further studies or trials prior to granting licensure of any type, including by determining that licensure through the Accelerated Approval Program is not appropriate and that our clinical trials and SAP for ifezuntirgene inilparvovec may not be used to support licensure through the conventional pathway. We might not be able to fulfill the FDA's requirements in a timely manner, which would cause delays, or licensure might not be granted because our submission is deemed incomplete by the FDA. Furthermore, the feedback or requests we receive from the FDA, or other non-U.S. regulatory authority, may be difficult or impossible to implement. There also can be no assurance that after subsequent FDA feedback we will continue to pursue licensure, including through the Accelerated Approval Program or otherwise. A failure to obtain licensure for ifezuntirgene inilparvovec could delay or prevent our ability to launch and commercialize ifezuntirgene inilparvovec in the U.S., could result in a longer time period to pursue licensure of our other clinical product candidates or increase the cost of development of our other clinical product candidates, and could significantly harm our financial position and competitive position in the marketplace.

The applications submitted to the FDA and MHRA predated the subsequently reported 48-month topline results, and therefore the 48-month topline results were not part of the BLA or MAA. In the 12 high-dose patients with 48 months of follow-up, the pre-specified primary endpoint for the 48-month analysis, cUHDRS, did not reach statistical significance. Results on other measures, including TFC and our updated 36-month analysis in all 15 high-dose patients, are based on nominal p-values that are not adjusted for multiplicity. External controls have inherent limitations, including missing data and selection bias, and the FDA or other regulatory authorities may consider the 48-month topline results in their reviews and may disagree with our interpretation of them or of the limitations of the external control.

We cannot be certain that ifezuntirgene inilparvovec, or any of our clinical product candidates, will be successful in clinical trials or ultimately receive regulatory approval. If we were required, or if we chose, to discontinue development of ifezuntirgene inilparvovec or any other current or future product candidate, or if any of them were to fail to receive regulatory approval or achieve sufficient market acceptance, we could be prevented from or significantly delayed in achieving profitability and our business would be adversely affected.

Item 2. Unregistered Sales of Equity Securities, Use of Proceeds, and Issuer Purchases of Equity Securities

None.

Item 3. Defaults Upon Senior Securities

None.

Item 4. Mine Safety Disclosures

Not applicable.

Item 5. Other Information

During the three months ended September 30, 2026, no director or officer adopted, modified, or terminated a "Rule 10b5-1 trading arrangement" or "non-Rule 10b5-1 trading arrangement," in each case as defined in Item 408 of Regulation S-K.

Item 6. Exhibits

See the Exhibit Index immediately preceding the signature page to this Quarterly Report on Form 10-Q for a list of exhibits filed or furnished with this report, which Exhibit Index is incorporated herein by reference.

EXHIBIT INDEX

3.1*	Amended Articles of Association of uniQure N.V.
10.1*	First Amendment to Lease related to 1 Hartwell Place, Lexington, Massachusetts, dated as of July 31, 2026, by and between uniQure, Inc. and NRL 91 Hartwell LLC.
10.2+	Amendment No. 4 to Third Amended and Restated Loan and Security Agreement, dated July 27, 2026, by and among uniQure biopharma, B.V., uniQure, Inc., uniQure IP B.V., uniQure N.V. and Hercules Capital, Inc. (incorporated by reference to Exhibit 10.2 of the Company's Quarterly Report on Form 10-Q for the period ended June 30, 2026 (file no. 001-36294) filed with the SEC on July 29, 2026).
31.1*	Certification of Chief Executive Officer pursuant to Rule 13a-14(a) or 15d-14(a) of the Securities and Exchange Act of 1934, as amended, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2*	Certification of Chief Financial Officer pursuant to Rule 13a-14(a) or 15d-14(a) of the Securities and Exchange Act of 1934, as amended, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1±	Certification of Principal Executive Officer and Principal Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101*	The following financial information from our Quarterly Report on Form 10-Q for the period ended September 30, 2026, filed with the Securities and Exchange Commission on November 4, 2026, is formatted in Inline Extensible Business Reporting Language ("iXBRL"): (i) Consolidated Balance Sheets; (ii) Consolidated Statements of Operations and Comprehensive Loss; (iii) Consolidated Statements of Shareholders' Equity; (iv) Consolidated Statements of Cash Flows; and (v) Notes to Consolidated Financial Statements (tagged as blocks of text).
104*	The cover page from our Quarterly Report on Form 10-Q for the period ended September 30, 2026, filed with the Securities and Exchange Commission on November 4, 2026, is formatted in Inline Extensible Business Reporting Language ("iXBRL").

* Filed herewith.

± Furnished herewith.

\+ Portions of this exhibit have been omitted pursuant to Item 601(b)(10)(iv) of Regulation S-K.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

UNIQURE N.V.

By: /s/ Matthew Kapusta
Matthew Kapusta
Chief Executive Officer
(Principal Executive Officer)

By: /s/ Christian Klemt
Christian Klemt
Chief Financial Officer
(Principal Financial and Accounting Officer)

Date: November 4, 2026

Exhibit 3.1

STATUTEN VAN UNIQURE N.V.

1 DEFINITIES.

In deze statuten zullen de navolgende termen de navolgende betekenis hebben:

- **Aandeel**: een gewoon aandeel in het kapitaal van de Vennootschap;
- **Aandeelhouder**: een houder van een Aandeel;
- **Afhankelijke Maatschappij**: een afhankelijke maatschappij van de Vennootschap zoals bedoeld in artikel 2:152 BW;
- **Algemene Vergadering**: het orgaan dat bestaat uit de stemgerechtigde Aandeelhouders en de overige Stemgerechtigden / de bijeenkomst waarin de Aandeelhouders en de overige Vergadergerechtigden vergaderen;
- **Bestuur**: het orgaan van de Vennootschap dat wordt gevormd door de in functie zijnde Uitvoerend Bestuurders van het bestuur en de in functie zijnde Niet-Uitvoerend Bestuurders van het bestuur;
- **Bestuurders**: de in functie zijnde Uitvoerend Bestuurders van het Bestuur en de in functie zijnde Niet-Uitvoerend Bestuurders van het Bestuur;
- **Bestuursverslag**: het bestuursverslag als bedoeld in artikel 2:391 BW;
- **BW**: het Burgerlijk Wetboek;
- **Chief Executive Officer**: de Uitvoerend Bestuurder benoemd als chief executive officer als bedoeld in artikel 7.4.;
- **Dochtermaatschappij**: een dochtermaatschappij als bedoeld in artikel 2:24a BW;
- **Jaarrekening**: de jaarrekening als bedoeld in artikel 2:361 BW;
- **Jaarstukken**: de Jaarrekening en, indien van toepassing, het jaarverslag alsmede de overige gegevens als bedoeld in artikel 2:392 BW;
- **Niet-Uitvoerend Bestuurder**: een lid van het Bestuur benoemd als niet-uitvoerend bestuurder;
- **Ondernemingskamer**: de Ondernemingskamer van het gerechtshof Amsterdam;
- **Ondernemingsraad**: de ondernemingsraad van de onderneming van de Vennootschap of van de onderneming van een Afhankelijke Maatschappij, met dien verstande dat:
  (a) indien er meer dan één ondernemingsraad is, de bevoegdheden van de Ondernemingsraad volgens deze statuten door deze raden afzonderlijk worden uitgeoefend, behalve dat als sprake is van een voordracht als bedoeld in artikel 7.2.4. de bevoegdheden van de Ondernemingsraad onder die bepaling door deze raden gezamenlijk worden uitgeoefend; en
  (b) indien voor de betrokken onderneming of ondernemingen een centrale ondernemingsraad is ingesteld, de bevoegdheden van de Ondernemingsraad volgens deze statuten toekomen aan de centrale ondernemingsraad;
- **Secretaris**: de secretaris van de Vennootschap als bedoeld in artikel 7.9.;
- **Stemgerechtigden**: Aandeelhouders met stemrecht alsmede houders van een vruchtgebruik en pandhouders met stemrecht;
- **Uitvoerend Bestuurder**: een lid van het Bestuur benoemd als uitvoerend bestuurder;
- **Vennootschap**: de naamloze vennootschap waarvan de organisatie wordt geregeld in deze statuten;
- **Vergaderrecht**: het recht om, in persoon of bij schriftelijk gevolmachtigde, de Algemene Vergadering bij te wonen en daar het woord te voeren;
- **Vergadergerechtigden**: Aandeelhouders alsmede houders van een vruchtgebruik en

pandhouders met Vergaderrecht; en

- **Volstrekte Meerderheid**: meer dan de helft van de uitgebrachte stemmen.

2 NAAM. STATUTAIRE ZETEL.

2.1 De Vennootschap draagt de naam: **uniQure N.V.**

Zij is gevestigd te Amsterdam en mag elders vestigingen hebben.

2.2 Doel.

Het doel van de Vennootschap is:

(a) het onderzoeken, ontwikkelen, produceren en commercialiseren van producten, diensten en technologie op het gebied van (bio-)farmacie;

(b) het oprichten van, deelnemen in, bestuur voeren over en zich op enigerlei andere wijze financieel interesseren bij andere vennootschappen en ondernemingen;

(c) het verlenen van diensten op administratief, technisch, financieel, economisch of bestuurlijk gebied aan andere vennootschappen, personen en ondernemingen;

(d) het verkrijgen, vervreemden, beheren en exploiteren van roerende en onroerende zaken en andere goederen, daaronder begrepen octrooien, merkrechten, licenties, vergunningen en andere intellectuele eigendomsrechten;

(e) het ter leen opnemen en/of ter leen verstrekken van gelden, alsmede het zekerheid stellen, zich op andere wijze sterk maken of zich hoofdelijk naast of voor anderen verbinden, het vorenstaande al of niet in samenwerking met derden en met inbegrip van het verrichten en bevorderen van alle handelingen die daarmede direct of indirect verband houden, alles in de ruimste zin.

2.3 Op de Vennootschap is het bepaalde in de artikelen 2:158 tot en met 2:162 en 2:164 BW van toepassing, welke voorzien in het Nederlandse structuurregime.

3 **AANDELENSTRUCTUUR.**

3.1 Maatschappelijk kapitaal.

3.1.1 Het maatschappelijk kapitaal van de Vennootschap bedraagt vijf miljoen euro (EUR 5.000.000) en bestaat uit honderd miljoen (100.000.000) Aandelen, elk met een nominale waarde van vijf eurocent (EUR 0,05).

3.1.2 De Aandelen luiden op naam en zijn opeenvolgend genummerd van 1 af.

3.1.3 Er worden geen aandeelbewijzen uitgegeven.

3.2 **Uitgifte van Aandelen.**

3.2.1 Aandelen worden uitgegeven ingevolge een besluit van het Bestuur, indien het Bestuur daartoe bij besluit van de Algemene Vergadering voor een bepaalde duur van ten hoogste vijf (5) jaren is aangewezen. Het besluit tot deze aanwijzing moet bepalen hoeveel Aandelen van welke soort mogen worden uitgegeven. De aanwijzing kan telkens voor niet langer dan vijf (5) jaren worden verlengd. Tenzij bij de aanwijzing anders is bepaald kan zij niet worden ingetrokken.

3.2.2 Indien en voor zover een aanwijzing als bedoeld in artikel 3.2.1. niet van kracht is, heeft de Algemene Vergadering de bevoegdheid om, op voorstel van het Bestuur te besluiten tot de uitgifte van Aandelen.

3.2.3 De artikelen 3.2.1. en 3.2.2. zijn van overeenkomstige toepassing op het verlenen van rechten tot het nemen van Aandelen, maar zijn niet van toepassing op het uitgeven van Aandelen aan iemand die een voordien reeds verkregen recht tot het nemen van Aandelen uitoefent.

3.2.4 Behoudens het bepaalde in artikel 2:80 BW, mag de uitgifteprijs niet lager dan de nominale waarde van de Aandelen zijn.

3.2.5 Uitgifte van Aandelen geschiedt bij akte met inachtneming van het bepaalde in de artikelen

2:86c en 2:96 BW.

3.3 Storting op Aandelen.

3.3.1 Aandelen worden slechts uitgegeven tegen storting van het gehele bedrag waartegen de Aandelen zijn uitgegeven en met inachtneming van het bepaalde in de artikelen 2:80a en 2:80b BW.

3.3.2 Storting moet in geld geschieden voor zover niet een andere inbreng is overeengekomen. Storting anders dan in geld geschiedt met inachtneming van het bepaalde in artikel 2:94b BW.

3.3.3 Storting in geld kan geschieden in een buitenlandse valuta indien de Vennootschap hierin toestemt. In dit geval wordt aan de stortingsplicht voldaan voor het bedrag waartegen het gestorte bedrag vrijelijk kan worden gewisseld in euro's. Deze verhouding zal worden bepaald door de wisselkoers op de dag van storting of, na toepassing van het bepaalde in de volgende zin, op de daarin bedoelde dag. De Vennootschap kan storting verlangen tegen de wisselkoers op een specifieke dag binnen twee (2) maanden voorafgaand aan de laatste dag waarop de storting had moeten geschieden, op voorwaarde dat de Aandelen onmiddellijk na uitgifte zijn opgenomen op de prijscourant van een effectenbeurs.

3.3.4 De Vennootschap mag leningen met het oog op het nemen of verkrijgen van Aandelen in haar kapitaal verstrekken met inachtneming van de eventueel daarvoor geldende wettelijke voorschriften.

3.3.5 Het Bestuur kan rechtshandelingen als bedoeld in artikel 2:94 BW verrichten zonder de voorafgaande goedkeuring van de Algemene Vergadering.

3.4 Voorkeursrecht.

3.4.1 Bij uitgifte van Aandelen heeft iedere Aandeelhouder een voorkeursrecht naar evenredigheid van het gezamenlijke bedrag van zijn, haar of hun Aandelen, met dien verstande dat dit voorkeursrecht toepassing mist ten aanzien van:

(a) uitgifte van Aandelen aan werknemers van de Vennootschap of van een groepsmaatschappij;

(b) Aandelen, welke worden uitgegeven tegen inbreng anders dan in geld.

3.4.2 Het voorkeursrecht kan worden beperkt of uitgesloten bij besluit van de Algemene Vergadering genomen op voorstel van het Bestuur. Het Bestuur heeft de bevoegdheid te besluiten tot de beperking of de uitsluiting van het voorkeursrecht, indien en voor zover het Bestuur daartoe door de Algemene Vergadering is aangewezen. Deze aanwijzing geldt voor een periode van niet langer dan vijf (5) jaar en kan telkens voor niet langer dan vijf (5) jaren worden verlengd. Tenzij bij de aanwijzing anders is bepaald kan zij niet worden ingetrokken. Voor een besluit van de Algemene Vergadering tot het beperken of uitsluiten van de voorkeursrechten alsmede voor een besluit tot het aanwijzen van het Bestuur als bedoeld in dit artikel 3.4.2. is een twee derde meerderheid van de uitgebrachte stemmen vereist indien minder dan de helft van het geplaatste kapitaal ter vergadering is vertegenwoordigd.

3.4.3 Onverminderd het bepaalde in artikel 2:96a BW stelt de Algemene Vergadering respectievelijk het Bestuur bij het nemen van een besluit tot uitgifte van Aandelen de wijze waarop en het tijdvak waarin deze voorkeursrechten kunnen worden uitgeoefend, vast.

3.4.4 De Vennootschap kondigt de uitgifte met voorkeursrechten en het tijdvak waarin deze voorkeursrechten kunnen worden uitgeoefend aan op de wijze die de toepasselijke wet en de toepasselijke beursvoorschriften voorschrijven waaronder, maar niet beperkt tot, een elektronisch gepubliceerde aankondiging.

3.4.5 Artikel 3.4 is van overeenkomstige toepassing op het verlenen van rechten tot het nemen van

Aandelen, maar vindt geen toepassing ten aanzien van een uitgifte van Aandelen aan iemand, die een voordien reeds verkregen recht tot het nemen van Aandelen uitoefent.

3.5 Certificaten van Aandelen.

De Vennootschap is niet bevoegd medewerking te verlenen aan de uitgifte van certificaten van Aandelen.

4 EIGEN AANDELEN. KAPITAALSVERMINDERING.

4.1 Verkrijging van eigen Aandelen.

4.1.1 Het Bestuur kan, met machtiging van de Algemene Vergadering en met inachtneming van de daarvoor geldende wettelijke voorschriften, besluiten tot het door de Vennootschap verkrijgen van volgestorte Aandelen. Deze machtiging is slechts geldig voor een bepaalde tijd van niet langer dan achttien (18) maanden en kan telkens voor niet langer dan achttien (18) maanden worden verlengd. Verkrijging door de Vennootschap van niet volgestorte Aandelen is nietig.

4.1.2 De machtiging van de Algemene Vergadering als bedoeld in artikel 4.1.1. is niet vereist indien de Vennootschap volgestorte Aandelen verkrijgt om deze Aandelen, krachtens een voor hen geldende werknemersregeling, over te dragen aan werknemers in dienst van de Vennootschap of van een groepsmaatschappij, op de voorwaarde dat deze Aandelen of certificaten zijn opgenomen in een prijscourant van een effectenbeurs.

4.2 **Kapitaalvermindering.**

4.2.1 De Algemene Vergadering kan op voorstel van het Bestuur en met inachtneming van het bepaalde in de wet besluiten tot vermindering van het geplaatste kapitaal door (i) het nominale bedrag van de Aandelen bij statutenwijziging te verlagen, of (ii) intrekking van:

(a) Aandelen in haar eigen kapitaal die de Vennootschap zelf houdt; of

(b) alle geplaatste Aandelen onder terugbetaling van het op die Aandelen gestorte bedrag.

4.2.2 Gedeeltelijke terugbetaling op Aandelen ter uitvoering van een besluit tot vermindering van hun nominale bedrag geschiedt naar evenredigheid.

5 **OVERDRACHT.**

5.1 **Wijze van levering van Aandelen.**

5.1.1 Voor de levering van een Aandeel op naam is een daartoe bestemde akte vereist alsmede, behoudens in het geval dat de Vennootschap zelf bij die rechtshandeling partij is, schriftelijke erkenning door de Vennootschap van de levering. De erkenning geschiedt in de akte van levering of door een gedagtekende verklaring op de akte van levering of op een notarieel of door de deurwaarder gewaarmerkt afschrift of uittreksel daarvan, of op de wijze als bedoeld in artikel 5.1.2. Met de erkenning staat gelijk de betekening van die akte of dat afschrift of uittreksel aan de Vennootschap.

5.1.2 Het voorgaande lid van dit artikel is van overeenkomstige toepassing op de levering van enig beperkt recht op een Aandeel op naam, met dien verstande dat een pandrecht ook kan worden gevestigd zonder erkenning door of betekening aan de Vennootschap en dat artikel 3:239 BW toepasselijk is, waarbij erkenning door of betekening aan de Vennootschap in de plaats komt van de in artikel 3:239 lid 3 BW bedoelde mededeling.

5.1.3 Zolang een of meer Aandelen zijn toegelaten tot de handel op de Nasdaq Stock Market, de New York Stock Exchange of een andere gereglementeerde effectenbeurs die in de Verenigde Staten van Amerika is gevestigd, wordt het goederenrechtelijke regime van de Aandelen die zijn opgenomen in het register dat door de betreffende transfer agent wordt bijgehouden, beheerst door het recht van de Staat New York, Verenigde Staten van Amerika, onverminderd

de toepasselijke bepalingen van afdelingen 4 en 5 van titel 10 van Boek 10 BW.

6 REGISTERS. PANDRECHT. VRUCHTGEBRUIK.

6.1 Aandeelhoudersregister.

6.1.1 Met inachtneming van de toepasselijke wettelijke bepalingen met betrekking tot Aandelen op naam, wordt door of namens de Vennootschap een aandeelhoudersregister gehouden, welk register regelmatig wordt bijgewerkt en, ter keuze van het Bestuur, geheel of gedeeltelijk in meer dan een exemplaar en op meer dan een adres bewaard kan worden. Een deel van het register kan in het buitenland bewaard worden om te voldoen aan de toepasselijke buitenlandse wettelijke bepalingen of de toepasselijke beursvoorschriften.

6.1.2 De naam van iedere Aandeelhouder, zijn, haar of hun adres en alle verdere informatie die wettelijk is vereist of door het Bestuur passend wordt geacht, worden opgenomen in het aandeelhoudersregister.

6.1.3 De vorm en inhoud van het aandeelhoudersregister worden bepaald door het Bestuur met inachtneming van het bepaalde in de artikelen 6.1.1. en 6.1.2.

6.1.4 Op diens verzoek wordt aan een Aandeelhouder om niet een schriftelijk bewijs verstrekt van de inhoud van het aandeelhoudersregister met betrekking tot de op zijn, haar of hun naam geregistreerde Aandelen, en de aldus uitgegeven verklaring kan rechtsgeldig namens de Vennootschap getekend worden door een daartoe door het Bestuur aangewezen persoon.

6.1.5 Het bepaalde in de artikelen 6.1.3. en 6.1.4. is van overeenkomstige toepassing op personen die een recht van vruchtgebruik of een pandrecht op een (1) of meer Aandelen hebben.

6.2 **Gemeenschap.**

Indien, door welke oorzaak ook, twee (2) of meer personen één (1) of meer Aandelen in gemeenschap houden, kunnen deze personen de uit die Aandelen voortvloeiende rechten gezamenlijk uitoefenen, mits zij zich bij de uitoefening doen vertegenwoordigen door een van hen of door een derde die daartoe schriftelijk door hen gemachtigd is.

Het Bestuur kan, al dan niet onder het stellen van bepaalde voorwaarden, ontheffing verlenen ten aanzien van het bepaalde in de vorige volzin.

6.3 **Pandrecht.**

6.3.1 Op Aandelen kan een pandrecht worden gevestigd als zekerheid voor een schuld.

6.3.2 Indien op een Aandeel een pandrecht is gevestigd komt het aan dat Aandeel verbonden stemrecht toe aan de Aandeelhouder, tenzij het stemrecht bij de vestiging van het pandrecht aan de pandhouder is toegekend.

6.3.3 Aandeelhouders die vanwege een pandrecht geen stemrecht hebben, hebben Vergaderrecht.

6.4 **Vruchtgebruik.**

6.4.1 Op Aandelen kan een recht van vruchtgebruik worden gevestigd.

6.4.2 Indien op een Aandeel een recht van vruchtgebruik is gevestigd komt het aan dat Aandeel verbonden stemrecht toe aan de Aandeelhouder, tenzij het stemrecht bij de vestiging van het recht van vruchtgebruik aan de houder van het recht van vruchtgebruik is toegekend.

6.4.3 Aandeelhouders die vanwege een recht van vruchtgebruik geen stemrecht hebben, hebben Vergaderrecht.

7 **BESTUUR.**

7.1 Bestuur: samenstelling.

7.1.1 De Vennootschap wordt bestuurd door het Bestuur.

7.1.2 Het Bestuur bestaat uit één of meer Uitvoerend Bestuurders en drie of meer Niet-Uitvoerend Bestuurders, waarbij de Niet-Uitvoerend Bestuurders de meerderheid van het Bestuur vormen. Het Bestuur bepaalt het aantal Uitvoerend Bestuurders en het aantal Niet-

Uitvoerend Bestuurders, met dien verstande dat het aantal Uitvoerend Bestuurders te allen tijde geringer moet zijn dan het aantal Niet-Uitvoerend Bestuurders. Is het aantal Niet-Uitvoerend Bestuurders dat in functie is minder dan drie, dan neemt het Bestuur onverwijld maatregelen tot aanvulling van het aantal Niet-Uitvoerend Bestuurders. Alleen natuurlijke personen kunnen een Niet-Uitvoerend Bestuurder zijn.

7.1.3 Het Bestuur stelt een profielschets voor zijn omvang en samenstelling vast, rekening houdend met de aard van de onderneming, haar activiteiten en de gewenste deskundigheid en achtergrond van de Niet-Uitvoerend Bestuurders. Het Bestuur bespreekt de profielschets bij iedere wijziging in de Algemene Vergadering en met de Ondernemingsraad.

7.2 **Bestuur: benoeming, schorsing en ontslag.**

7.2.1 De Niet-Uitvoerend Bestuurders benoemen de Uitvoerend Bestuurders en kunnen een Uitvoerend Bestuurder te allen tijde schorsen of ontslaan. De Niet-Uitvoerend Bestuurders geven de Algemene Vergadering kennis van een voorgenomen benoeming van een Uitvoerend Bestuurder. De Niet-Uitvoerend Bestuurders ontslaan een Uitvoerend Bestuurder niet dan nadat de Algemene Vergadering over het voorgenomen ontslag is gehoord.

7.2.2 Behoudens het bepaalde in artikel 7.2.4, worden de Niet-Uitvoerend Bestuurders op voordracht van de Niet-Uitvoerend Bestuurders benoemd door de Algemene Vergadering. De Niet-Uitvoerend Bestuurders maken de voordracht gelijktijdig bekend aan de Algemene Vergadering en aan de Ondernemingsraad. De voordracht is met redenen omkleed. De voordracht wordt niet aan de Algemene Vergadering aangeboden dan nadat de Ondernemingsraad tijdig voor de datum van oproeping van de Algemene Vergadering in de gelegenheid is gesteld hierover een standpunt te bepalen. De voorzitter van de Ondernemingsraad of een door de voorzitter van de Ondernemingsraad aangewezen lid van de Ondernemingsraad kan het standpunt van de Ondernemingsraad in de Algemene Vergadering toelichten. Het ontbreken van dat standpunt tast de besluitvorming over het voorstel tot benoeming niet aan.

7.2.3 De Algemene Vergadering en de Ondernemingsraad kunnen aan de Niet-Uitvoerend Bestuurders personen aanbevelen om als Niet-Uitvoerend Bestuurder te worden voorgedragen. De Niet-Uitvoerend Bestuurders delen hun daartoe tijdig mede wanneer, ten gevolge waarvan en overeenkomstig welk profiel in zijn midden een plaats moet worden vervuld. Indien voor de plaats het in artikel 7.2.4. bedoelde versterkte recht van aanbeveling geldt, doen de Niet-Uitvoerend Bestuurders daarvan eveneens mededeling.

7.2.4 Voor een derde van het aantal Niet-Uitvoerend Bestuurders geldt dat de Niet-Uitvoerend Bestuurders een door de Ondernemingsraad aanbevolen persoon op de voordracht plaatst, tenzij de Niet-Uitvoerend Bestuurders bezwaar maken tegen de aanbeveling op grond van de verwachting dat de aanbevolen persoon ongeschikt zal zijn voor de vervulling van de taak van Niet-Uitvoerend Bestuurder of dat de groep van Niet-Uitvoerend Bestuurders bij benoeming overeenkomstig de aanbeveling niet naar behoren zal zijn samengesteld. Indien het getal van het aantal Niet-Uitvoerend Bestuurders niet door drie deelbaar is, wordt het naastgelegen lagere getal dat wel door drie deelbaar is in aanmerking genomen voor de vaststelling van het aantal Niet-Uitvoerend Bestuurders waarvoor dit versterkte recht van aanbeveling geldt. Ten minste één Niet-Uitvoerend Bestuurder die is benoemd overeenkomstig dit artikel 7.2.4. maakt deel uit van de remuneratiecommissie van het Bestuur.

7.2.5 Indien de Niet-Uitvoerend Bestuurders bezwaar maken overeenkomstig artikel 7.2.4., delen zij de Ondernemingsraad het bezwaar onder opgave van redenen mede. De Niet-Uitvoerend

Bestuurders treden onverwijld in overleg met de Ondernemingsraad met het oog op het bereiken van overeenstemming over de voordracht. Indien de Niet-Uitvoerend Bestuurders constateren dat geen overeenstemming kan worden bereikt, verzoekt een daartoe aangewezen vertegenwoordiger van de Niet-Uitvoerend Bestuurders aan de Ondernemingskamer het bezwaar gegrond te verklaren. Het verzoek wordt niet eerder ingediend dan nadat vier weken zijn verstreken na aanvang van het overleg met de Ondernemingsraad. De Niet-Uitvoerend Bestuurders plaatsen de aanbevolen persoon op de voordracht indien de Ondernemingskamer het bezwaar ongegrond verklaart. Verklaart de Ondernemingskamer het bezwaar gegrond, dan kan de Ondernemingsraad een nieuwe aanbeveling doen overeenkomstig het bepaalde in artikel 7.2.4.

7.2.6 De Algemene Vergadering kan bij Volstrekte Meerderheid vertegenwoordigend ten minste een derde van het geplaatste kapitaal, de voordracht die is gemaakt overeenkomstig artikel 7.2.2. afwijzen. Indien de Aandeelhouders bij Volstrekte Meerderheid hun steun aan de kandidaat onthouden, maar deze meerderheid niet ten minste een derde van het geplaatste kapitaal vertegenwoordigde, kan een nieuwe Algemene Vergadering worden bijeengeroepen waarin de voordracht kan worden afgewezen met Volstrekte Meerderheid. Alsdan maken de Niet-Uitvoerend Bestuurders een nieuwe voordracht op. De artikelen 7.2.3. tot en met 7.2.5. zijn van overeenkomstige toepassing. Indien de Algemene Vergadering de voorgedragen persoon niet benoemt en niet besluit tot afwijzing van de voordracht, benoemen de Niet-Uitvoerend Bestuurders de voorgedragen persoon.

7.2.7 De Algemene Vergadering kan de bevoegdheid die haar volgens artikel 7.2.3. toekomt voor een door haar te bepalen duur van telkens ten hoogste twee achtereenvolgende jaren, overdragen aan een commissie van Aandeelhouders waarvan zij de leden aanwijst. In dat geval doen de Niet-Uitvoerend Bestuurders aan de commissie de mededeling bedoeld in artikel 7.2.3. De Algemene Vergadering kan te allen tijde de overdracht ongedaan maken.

7.2.8 Een Niet-Uitvoerend Bestuurder treedt uiterlijk af op de dag van de eerste Algemene Vergadering die wordt gehouden nadat vier jaren na zijn, haar of hun laatste benoeming tot Niet-Uitvoerend Bestuurder zijn verstreken. Een aftredende Niet-Uitvoerend Bestuurder mag worden herbenoemd.

7.2.9 Een Niet-Uitvoerend Bestuurder kan worden geschorst door de Niet-Uitvoerend Bestuurders. De schorsing vervalt van rechtswege, indien de Vennootschap niet binnen een maand na de aanvang der schorsing een verzoek tot ontslag bij de Ondernemingskamer heeft ingediend overeenkomstig artikel 7.2.10.

7.2.10 De Ondernemingskamer kan op verzoek een Niet-Uitvoerend Bestuurder ontslaan wegens verwaarlozing van zijn, haar of hun taak, wegens andere gewichtige redenen of wegens ingrijpende wijziging der omstandigheden op grond waarvan handhaving als Niet-Uitvoerend Bestuurder redelijkerwijze niet van de Vennootschap kan worden verlangd. Het verzoek kan worden ingediend door de Vennootschap, te dezen vertegenwoordigd door de Niet-Uitvoerend Bestuurders, alsmede door een daartoe aangewezen vertegenwoordiger van de Algemene Vergadering of van de Ondernemingsraad.

7.2.11 In een Algemene Vergadering kan een besluit tot benoeming van een Niet-Uitvoerend Bestuurder slechts worden genomen met betrekking tot kandidaten van wie de namen daartoe zijn opgenomen in de agenda voor die Algemene Vergadering of in de toelichting daarop.

7.2.12 De Algemene Vergadering kan bij Volstrekte Meerderheid vertegenwoordigend ten minste een derde van het geplaatste kapitaal, het vertrouwen in de Niet-Uitvoerend Bestuurders opzeggen. Het besluit is met redenen omkleed. Het besluit kan niet worden genomen ten

aanzien van Niet-Uitvoerend Bestuurders die zijn aangesteld door de Ondernemingskamer overeenkomstig artikel 7.2.14.

7.2.13 Een besluit als bedoeld in artikel 7.2.12. wordt niet genomen dan nadat het Bestuur de Ondernemingsraad van het voorstel voor het besluit en de gronden daartoe in kennis heeft gesteld. De kennisgeving geschiedt ten minste dertig dagen voor de Algemene Vergadering waarin het voorstel wordt behandeld. Indien de Ondernemingsraad een standpunt over het voorstel bepaalt, stelt het Bestuur de Niet-Uitvoerend Bestuurders en de Algemene Vergadering van dit standpunt op de hoogte. De Ondernemingsraad kan zijn standpunt in de Algemene Vergadering doen toelichten.

7.2.14 Het besluit bedoeld in artikel 7.2.12. heeft het onmiddellijk ontslag van alle Niet-Uitvoerend Bestuurders tot gevolg. Alsdan verzoeken de Uitvoerend Bestuurders onverwijld aan de Ondernemingskamer tijdelijk een of meer Niet-Uitvoerend Bestuurders aan te stellen. De Ondernemingskamer regelt de gevolgen van de aanstelling. De tijdelijk aangestelde Niet-Uitvoerend Bestuurders bevorderen dat binnen een door de Ondernemingskamer vastgestelde termijn een nieuwe groep Niet-Uitvoerend Bestuurders wordt samengesteld met inachtneming van het bepaalde in dit artikel 7.2.

7.2.15 Ontbreken alle Niet-Uitvoerend Bestuurders anders dan ingevolge het bepaalde in artikel 7.2.12., dan geschiedt de benoeming van Niet-Uitvoerend Bestuurders door de Algemene Vergadering op de wijze zoals omschreven in artikel 2:159 BW.

7.3 **Ontstentenis en belet**

7.3.1 Ingeval van belet of ontstentenis van een of meer Bestuurders blijven de bevoegdheden van het Bestuur intact, met dien verstande dat:

(i) de Niet-Uitvoerend Bestuurders tijdelijk mogen voorzien in de vacante positie voor een periode tot de eerstvolgende Algemene Vergadering of in geval van belet, tot de betreffende Bestuurder niet langer belet is;

(ii) in geval van belet of ontstentenis van alle leden van het Bestuur, de Secretaris tijdelijk verantwoordelijk is voor het Bestuur van de Vennootschap tot de vacatures zijn vervuld.

In geval van belet of ontstentenis van alle leden van het Bestuur neemt de Secretaris zo spoedig mogelijk de nodige maatregelen teneinde een definitieve voorziening te doen treffen.

Van ontstentenis of belet van een Bestuurder, naargelang het geval, in de zin van dit artikel wordt geacht sprake te zijn:

(i) gedurende het bestaan van een vacature in het Bestuur, waaronder begrepen als gevolg van:

(i) zijn of haar overlijden;

(ii) zijn of haar ontslag door de Niet-Uitvoerend Bestuurders of de Ondernemingskamer, naargelang het geval;

(iii) zijn of haar vrijwillig ontslag voordat zijn of haar benoemingstermijn is verstreken;

(iv) het niet worden herbenoemd door de Algemene Vergadering, ondanks een daartoe strekkende voordracht door de Niet-Uitvoerend Bestuurders,

met dien verstande dat het Bestuur te allen tijde kan besluiten tot verlaging van het aantal Bestuurders opdat er niet langer een vacature bestaat; of

(ii) gedurende zijn of haar schorsing;

(iii) gedurende een ziekte;

(iv) gedurende onbereikbaarheid,

in de gevallen bedoeld onder sub (iii) en (iv) zonder dat gedurende een termijn van vijf (5) dagen de mogelijkheid van contact tussen de betreffende Bestuurder en de Vennootschap heeft bestaan, tenzij het Bestuur of de Secretaris in een voorkomend geval een andere termijn vaststelt.

7.4 **Chief Executive Officer. Bestuursvoorzitter.**

7.4.1 Het Bestuur benoemt een Uitvoerend Bestuurder als Chief Executive Officer voor zolang als het Bestuur zal bepalen. Het Bestuur kan de Chief Executive Officer ontslaan, met dien verstande dat de aldus ontslagen Chief Executive Officer vervolgens zijn, haar of hun termijn als Uitvoerend Bestuurder voortzet zonder de titel van Chief Executive Officer te hebben.

Daarnaast mag het Bestuur andere titels verlenen aan een Uitvoerend Bestuurder.

7.4.2 Het Bestuur benoemt een Niet-Uitvoerend Bestuurder als voorzitter van het Bestuur voor zolang als het Bestuur zal bepalen. Het Bestuur kan de voorzitter ontslaan, met dien verstande dat de aldus ontslagen voorzitter vervolgens zijn, haar of hun termijn als Niet-Uitvoerend Bestuurder voortzet zonder de titel van voorzitter te hebben.

7.4.3 Het Bestuur kan een of meer van de Niet-Uitvoerend Bestuurders tot vice-voorzitter van het Bestuur benoemen voor zolang als het Bestuur zal bepalen. Aan een vice-voorzitter komen met betrekking tot de in deze statuten aan de bestuursvoorzitter opgedragen taken in geval van diens afwezigheid of weigering zodanige bevoegdheden toe als het Bestuur zal bepalen. Het Bestuur kan de vice-voorzitter ontslaan, met dien verstande dat de aldus ontslagen vice-voorzitter vervolgens zijn, haar of hun termijn als Niet-Uitvoerend Bestuurder voortzet zonder de titel van vice-voorzitter te hebben.

7.4.4 In geval geen bestuursvoorzitter is benoemd of in geval van afwezigheid of weigering van de bestuursvoorzitter, wordt het voorzitterschap van de vergadering van het Bestuur waargenomen door een vice-voorzitter of in het geval van diens afwezigheid of weigering daartoe door een daartoe door de vergadering aangewezen lid van het Bestuur of andere aanwezige personen.

7.5 **Bestuur: bezoldiging.**

7.5.1 De Vennootschap stelt een beleid vast met betrekking tot de bezoldiging van het Bestuur. Het bezoldigingsbeleid wordt door de Algemene Vergadering vastgesteld op voorstel van de Niet-Uitvoerend Bestuurders. De bezoldiging van ieder van de Uitvoerend Bestuurders wordt door de Niet-Uitvoerend Bestuurders vastgesteld met inachtneming van het door de Algemene Vergadering vastgestelde bezoldigingsbeleid. De bezoldiging van ieder van de Niet-Uitvoerend Bestuurders wordt door het Bestuur vastgesteld met inachtneming van het door de Algemene Vergadering vastgestelde bezoldigingsbeleid.

7.5.2 Een voorstel ten aanzien van regelingen van bezoldigingen in de vorm van Aandelen of rechten tot het nemen van Aandelen wordt door de Niet-Uitvoerend Bestuurders ter goedkeuring aan de Algemene Vergadering voorgelegd. Dit voorstel bepaalt ten minste het maximum aantal Aandelen of rechten tot het nemen van Aandelen dat aan de leden van het Bestuur kan worden toegekend en welke criteria gelden voor toekenning of wijziging.

7.6 **Bestuur: vergaderingen.**

7.6.1 Vergaderingen van het Bestuur kunnen te allen tijde worden bijeengeroepen, hetzij door één of meer leden van het Bestuur, hetzij in zijn, haar of hun opdracht door de Secretaris.

7.6.2 De Secretaris is bevoegd de vergaderingen van het Bestuur bij te wonen. Het Bestuur is tevens bevoegd anderen tot een vergadering toe te laten.

7.6.3 Ieder lid van het Bestuur heeft één (1) stem. Het Bestuur besluit met Volstrekte Meerderheid. Bij staking van stemmen is het voorstel verworpen.

7.6.4 Een lid van het Bestuur neemt niet deel aan de beraadslaging en besluitvorming indien hij, zij of hen daarbij een direct of indirect persoonlijk belang heeft dat tegenstrijdig is met het belang van de Vennootschap of de met haar verbonden onderneming. Indien alle leden van het Bestuur een tegenstrijdig belang hebben, wordt het besluit genomen door de Algemene Vergadering.

7.6.5 De notulen van de vergaderingen van het Bestuur zullen worden gehouden door de Secretaris. De notulen worden in de desbetreffende of daaropvolgende vergadering vastgesteld door het Bestuur. Van ieder besluit van het Bestuur genomen buiten vergadering maakt de Secretaris aantekening, welke aantekening wordt ondertekend door de voorzitter en de Secretaris.

7.7 **Bestuur: bevoegdheden, taakverdeling, beperkingen.**

7.7.1 Het Bestuur is belast met het besturen van de Vennootschap en heeft daartoe binnen de grenzen van de wet alle bevoegdheden welke bij deze statuten niet aan anderen zijn toegekend. Het dagelijks bestuur zal berusten bij de Uitvoerend Bestuurders. De taak om toezicht te houden op de taakuitoefening van de Bestuurders kan niet worden ontnomen aan de Niet-Uitvoerend Bestuurders.

7.7.2 Het Bestuur zal, met inachtneming van deze statuten, één of meer reglementen vaststellen met regels over zijn functioneren, zijn besluitvorming, de samenstelling, de taak en werkwijze van commissies als bedoeld in artikel 7.7.4. en andere aangelegenheden die het Bestuur, de Chief Executive Officer, de Uitvoerend Bestuurders, de Niet-Uitvoerend Bestuurders en de door het Bestuur ingestelde commissies betreffen.

7.7.3 De Uitvoerend Bestuurders kunnen rechtsgeldig besluiten omtrent zaken die behoren tot hun taak als bedoeld in artikel 7.7.1. en 7.7.2. De Niet-Uitvoerend Bestuurders kunnen eveneens rechtsgeldig besluiten nemen omtrent zaken die behoren tot hun taak als bedoeld in artikel 7.7.1. en 7.7.2.

7.7.4 Het Bestuur kan zodanige commissies instellen die hij nodig acht, bestaande uit één of meer van zijn leden of andere personen.

7.7.5 De Uitvoerend Bestuurders verschaffen tijdig aan de Niet-Uitvoerend Bestuurders alle informatie die noodzakelijk is voor de uitvoering van hun taak.

7.7.6 Onverminderd enige overige toepasselijke bepalingen in deze statuten is de goedkeuring van de Algemene Vergadering vereist voor besluiten van het Bestuur omtrent een belangrijke verandering van de identiteit of het karakter van de Vennootschap of de onderneming, waaronder in ieder geval:

(a) overdracht van de onderneming of vrijwel de gehele onderneming aan een derde;

(b) het aangaan of verbreken van duurzame samenwerking van de Vennootschap of een Dochtermaatschappij met een andere rechtspersoon of vennootschap dan wel als volledig aansprakelijke vennoot in een commanditaire vennootschap of vennootschap onder firma, indien deze samenwerking of verbreking van ingrijpende betekenis is voor de Vennootschap; en

(c) het nemen of afstoten van een deelneming in het kapitaal van een vennootschap ter waarde van ten minste een derde van het bedrag van de activa volgens de geconsolideerde balans met toelichting volgens de laatst vastgestelde Jaarrekening van de Vennootschap, door de Vennootschap of een Dochtermaatschappij.

7.8 **Vertegenwoordiging.**

7.8.1 Het Bestuur, zomede twee (2) gezamenlijk handelende Uitvoerend Bestuurders, zijn bevoegd de Vennootschap te vertegenwoordigen. In het geval er slechts één Uitvoerend Bestuurder in functie is, is die zelfstandig bevoegd de Vennootschap te vertegenwoordigen.

7.8.2 Het Bestuur kan aan een of meer personen, al dan niet in dienst van de Vennootschap, procuratie of anderszins doorlopende vertegenwoordigingsbevoegdheid toekennen.

7.9 **Secretaris.**

7.9.1 Het Bestuur benoemt buiten zijn leden een Secretaris.

7.9.2 De Secretaris zal deelnemen aan de vergaderingen van het Bestuur en aan de vergaderingen van de door het Bestuur ingestelde commissies, een en ander conform een nader vast te stellen reglement.

7.9.3 Aan een Secretaris komen verder zodanige bevoegdheden toe als hem, haar of hun op grond van deze statuten zijn verleend en zoals hem, haar of hun met inachtneming van deze statuten door het Bestuur worden toegekend bij of na zijn, haar of hun benoeming.

7.9.4 Een Secretaris kan als zodanig te allen tijde door het Bestuur worden ontslagen.

7.10 **Vrijwaring Bestuurders.**

7.10.1 Voor zover uit de Nederlandse wet niet anders voortvloeit, worden aan leden en voormalige leden van het Bestuur vergoed:

(a) de redelijke kosten van het voeren van verdediging tegen aanspraken wegens een handelen of nalaten in de uitoefening van hun functie of van een andere functie die zij op verzoek van de Vennootschap vervullen of hebben vervuld;

(b) eventuele schadevergoedingen of boetes die zij verschuldigd zijn wegens een hierboven onder (a) vermeld handelen of nalaten;

(c) de redelijke kosten van het optreden in andere rechtsgedingen waarin zij als lid of als voormalig lid van het Bestuur zijn betrokken, met uitzondering van de gedingen waarin zij hoofdzakelijk een eigen vordering geldend maken.

Een betrokkene heeft geen aanspraak op de hiervoor bedoelde vergoeding indien

en voor zover:

(d) door de Nederlandse rechter of, in het geval van arbitrage, door een arbiter, bij kracht van gewijsde is vastgesteld dat het handelen of nalaten van de betrokkene kan worden gekenschetst als opzettelijk, bewust roekeloos of ernstig verwijtbaar, tenzij uit de Nederlandse wet anders voortvloeit of zulks in de gegeven omstandigheden naar maatstaven van redelijkheid en billijkheid onaanvaardbaar zou zijn;

(e) de kosten of het vermogensverlies van de betrokkene is gedekt door een verzekering en de verzekeraar deze kosten of dit vermogensverlies heeft uitbetaald; en

(f) de financiële verliezen, schade of kosten die zijn geleden of gemaakt in verband zijn met het schikken van een procedure zonder de voorafgaande goedkeuring van de Vennootschap.

Indien en voor zover door de Nederlandse rechter of, in het geval van arbitrage,

door een arbiter, bij kracht van gewijsde is vastgesteld dat de betrokkene geen

aanspraak heeft op de vergoeding als hiervoor bedoeld, is hij, zij of hen gehouden de door de Vennootschap vergoede bedragen terstond terug te betalen.

7.10.2 De Vennootschap kan ten behoeve van de betrokkene verzekeringen tegen aansprakelijkheid afsluiten.

7.10.3 Het Bestuur kan, al dan niet bij overeenkomst, andere uitvoering geven aan het vorenstaande.

8 **ALGEMENE VERGADERINGEN.**

8.1 **Algemene Vergaderingen.**

8.1.1 Algemene Vergaderingen worden gehouden in Amsterdam of in de gemeente Haarlemmermeer (Schiphol Airport).

8.1.2 Jaarlijks, uiterlijk zes (6) maanden na het einde van het boekjaar van de Vennootschap, wordt een Algemene Vergadering gehouden.

8.1.3 Het Bestuur verschaft de Algemene Vergadering alle verlangde informatie, tenzij een zwaarwichtig belang van de Vennootschap zich daartegen verzet. Indien door het Bestuur een beroep wordt gedaan op een zwaarwichtig belang, wordt dit beroep gemotiveerd toegelicht.

8.2 **Buitengewone Algemene Vergaderingen.**

Buitengewone Algemene Vergaderingen worden bijeengeroepen door het Bestuur of door diegenen die daartoe krachtens de wet of deze statuten de bevoegdheid bezitten.

8.3 **Algemene Vergaderingen: oproep en agenda.**

8.3.1 De oproeping tot de Algemene Vergadering geschiedt door het Bestuur of door diegenen die daartoe krachtens de wet of deze statuten de bevoegdheid bezitten met inachtneming van de betreffende wettelijke minimale oproepingstermijn.

8.3.2 Het Bestuur of diegene die krachtens de wet of deze statuten bevoegd is de vergadering bijeen te roepen, kan besluiten dat de oproepingsbrief ten aanzien van een Vergadergerechtigde die daarmee instemt wordt vervangen door een langs elektronische weg toegezonden leesbaar en reproduceerbaar bericht aan het adres dat door hem voor dit doel aan de Vennootschap bekend is gemaakt.

8.3.3 Bij de oproeping worden de te behandelen onderwerpen medegedeeld of wordt vermeld dat de Vergadergerechtigden ten kantore van de Vennootschap kennis kunnen nemen van de agenda van de vergadering en dat afschriften daarvan op zodanige plaatsen als in de oproep vermeld verkrijgbaar zijn.

8.3.4 De agenda voor de jaarlijkse Algemene Vergadering bevat in ieder geval de volgende onderwerpen:

(a) de behandeling van het Jaarstukken;

(b) de vaststelling van de Jaarrekening;

(c) de bepaling van de winstbestemming;

(d) voorstellen met betrekking tot de samenstelling van het Bestuur, daaronder begrepen het vervullen van vacatures binnen het Bestuur;

(e) voorstellen die door het Bestuur op de agenda zijn geplaatst, zomede voorstellen van Aandeelhouders die overeenkomstig het bepaalde in de wet en het bepaalde in de statuten zijn ingediend.

8.3.5 Een onderwerp, waarvan de behandeling schriftelijk is verzocht door een of meer Aandeelhouders die alleen of gezamenlijk ten minste het percentage van het geplaatste kapitaal vertegenwoordigen als wettelijk vereist, wordt opgenomen in de oproeping of op dezelfde wijze aangekondigd indien de Vennootschap het verzoek niet later dan op de dag die de wet voorschrijft, heeft ontvangen.

8.3.6 Indien en wanneer toegestaan onder toepasselijk recht, mogen degenen die de Algemene Vergadering bijeen roepen tevens besluiten of (en zo ja, onder welke voorwaarden) de Algemene Vergadering tevens of uitsluitend toegankelijk is langs elektronische weg. In dat geval, zullen verwijzingen in deze statuten naar het bijwonen van de Algemene Vergadering tevens inhouden deelname langs elektronische weg en zal artikel 8.4.4., met uitzondering

van de eerste zin van artikel 8.4.4., van overeenkomstige toepassing zijn op deelname langs elektronische weg.

8.4 **Algemene Vergaderingen: bijwonen van vergaderingen.**

8.4.1 Als Vergadergerechtigden hebben te gelden, personen die:

(i) op een door het Bestuur te bepalen tijdstip Aandeelhouder of anderszins Vergadergerechtigde zijn, dat tijdstip hierna te noemen: het registratietijdstip;

(ii) als zodanig zijn ingeschreven in een door het Bestuur daartoe aangewezen register (of een of meer delen daarvan), hierna te noemen: het "register"; en

(iii) voor de datum vermeld in de oproeping schriftelijk aan de Vennootschap kennis hebben gegeven dat zij voornemens zijn de Algemene Vergadering bij te wonen,

ongeacht wie ten tijde van de vergadering Aandeelhouder is. De kennisgeving vermeldt de naam en het aantal Aandelen dat de betreffende persoon ter vergadering vertegenwoordigt. Het hiervoor onder (iii) bepaalde met betrekking tot de kennisgeving aan de Vennootschap is ook van toepassing op de schriftelijk gevolmachtigde van een Vergadergerechtigde.

8.4.2 Het Bestuur kan besluiten dat Stemgerechtigden binnen een door het Bestuur vast te stellen periode voorafgaande aan de Algemene Vergadering, welke periode niet eerder kan aanvangen dan op het in het vorige lid bedoelde registratietijdstip, via een door het Bestuur te bepalen elektronisch communicatiemiddel hun stem kunnen uitbrengen. Stemmen uitgebracht in overeenstemming met het in de vorige zin bepaalde worden gelijkgesteld met stemmen die ten tijde van de vergadering zijn uitgebracht.

8.4.3 Het Bestuur kan besluiten dat door middel van een elektronisch communicatiemiddel kennis genomen kan worden van de verhandelingen ter vergadering.

8.4.4 Het Bestuur kan besluiten dat iedere Stemgerechtigde bevoegd is om door middel van een elektronisch communicatiemiddel, hetzij in persoon, hetzij bij schriftelijk gevolmachtigde, het stemrecht uit te oefenen, op voorwaarde dat de Stemgerechtigde via het elektronische communicatiemiddel kan worden geïdentificeerd en bovendien rechtstreeks kan kennisnemen van de verhandelingen ter de betreffende vergadering. Het Bestuur kan voorwaarden verbinden aan het gebruik van het elektronisch communicatiemiddel, welke voorwaarden bij de oproeping tot de Algemene Vergadering bekend worden gemaakt en op de website van de Vennootschap worden geplaatst.

8.4.5 De Bestuurders zijn bevoegd de Algemene Vergaderingen bij te wonen en hebben als zodanig in de Algemene Vergaderingen een raadgevende stem.

8.4.6 Bovendien zijn die personen bevoegd de Algemene Vergadering bij te wonen, die de voorzitter van de vergadering toelaat.

8.4.7 De voorzitter van de vergadering beslist omtrent alle kwesties welke verband houden met de toelating tot de Algemene Vergadering.

8.5 **Algemene Vergaderingen: vergaderorde, notulen.**

8.5.1 De Algemene Vergadering wordt voorgezeten door de voorzitter van het Bestuur of bij diens ontstentenis door een van de andere Niet-Uitvoerend Bestuurders daartoe door het Bestuur aangewezen; zijn geen Niet-Uitvoerend Bestuurders ter vergadering aanwezig, dan staat de vergadering onder leiding van één van de Uitvoerend Bestuurders daartoe door het Bestuur aangewezen. De voorzitter wijst de secretaris aan.

8.5.2 De voorzitter van de vergadering stelt de vergaderorde vast met inachtneming van de agenda en is bevoegd de toegewezen spreektijd te beperken of andere maatregelen te nemen om een ordelijk verloop van de vergadering te waarborgen.

8.5.3 Alle kwesties welke verband houden met de gang van zaken in of terzake van de vergadering, worden beslist door de voorzitter van de vergadering.

8.5.4 Tenzij van het ter vergadering verhandelde een notarieel proces-verbaal wordt opgemaakt, worden daarvan notulen gehouden. Notulen worden vastgesteld en ten blijke daarvan getekend door de voorzitter en de secretaris van de desbetreffende vergadering.

8.5.5 Een certificaat, door de voorzitter en de secretaris van de vergadering getekend, inhoudende de bevestiging dat de Algemene Vergadering een bepaald besluit heeft genomen, geldt als bewijs van een dergelijk besluit tegenover derden.

8.6 **Algemene Vergaderingen: besluitvorming.**

8.6.1 Tenzij de wet een andere meerderheid van stemmen of quorum voorschrijft, worden alle besluiten van de Algemene Vergadering genomen met een Volstrekte Meerderheid, in een vergadering waarin ten minste een derde van het geplaatste kapitaal is vertegenwoordigd.

Een tweede vergadering als bedoeld in artikel 2:120 lid 3 BW kan niet worden bijeengeroepen.

8.6.2 Ieder Aandeel geeft recht op het uitbrengen van een stem op de Algemene Vergadering. Blanco stemmen, ongeldige stemmen en stemonthoudingen worden als niet uitgebracht aangemerkt. Bij de vaststelling in hoeverre het geplaatste kapitaal vertegenwoordigd is op een Algemene Vergadering, worden Aandelen waarop een ongeldige of blanco stem is uitgebracht en Aandelen waarop een stem is onthouden wel meegerekend.

8.6.3 Voor een Aandeel dat toebehoort aan de Vennootschap of aan een Dochtermaatschappij daarvan kan in de Algemene Vergadering geen stem worden uitgebracht. Vruchtgebruikers en pandhouders van Aandelen die aan de Vennootschap of haar Dochtermaatschappijen toebehoren zijn niet van het stemrecht uitgesloten indien het vruchtgebruik of pandrecht was gevestigd voordat het Aandeel aan de Vennootschap of een Dochtermaatschappij daarvan toebehoorde en het stemrecht bij de vestiging van het pandrecht of recht van vruchtgebruik aan de pandhouder of de vruchtgebruiker werd toegekend.

8.6.4 De voorzitter bepaalt de wijze van stemming.

8.6.5 Het ter vergadering uitgesproken oordeel van de voorzitter omtrent de uitslag van een stemming in de Algemene Vergadering is beslissend. Hetzelfde geldt voor de inhoud van een genomen besluit.

8.6.6 Over alle geschillen betreffende de stemmingen, waarin bij de wet of de statuten niet is voorzien, beslist de voorzitter van de vergadering.

9 **BOEKJAAR. ACCOUNTANT.**

9.1 Boekjaar: Jaarstukken.

9.1.1 Het boekjaar van de Vennootschap is het kalenderjaar.

9.1.2 Jaarlijks, binnen de daartoe door de wet gestelde termijn, maakt het Bestuur een Jaarrekening op. De Jaarrekening gaat vergezeld van de verklaring van de accountant bedoeld in artikel 9.2.1., indien de in dat artikel bedoelde opdracht is verstrekt, van het Bestuursverslag, tenzij artikel 2:391 BW niet voor de Vennootschap geldt, en van de overige gegevens, voor zover die bij de stukken moeten worden gevoegd ingevolge die van toepassing zijnde verplichte regelgeving. De Jaarrekening wordt ondertekend door alle Bestuurders; ontbreekt de ondertekening van een of meer van hen, dan wordt daarvan onder opgave van de reden melding gemaakt.

9.1.3 De Vennootschap zorgt dat de opgemaakte Jaarrekening, het Bestuursverslag (indien van toepassing) en de in artikel 9.2.1. bedoelde overige gegevens vanaf de dag van de oproeping

tot de Algemene Vergadering bestemd tot hun behandeling, ten kantore van de Vennootschap aanwezig zijn. Het Bestuur zendt de Jaarrekening ook toe aan de Ondernemingsraad.

De Aandeelhouders en overige Vergadergerechtigden kunnen die stukken aldaar inzien en daarvan kosteloos een afschrift verkrijgen.

9.2 **Accountant.**

9.2.1 De Algemene Vergadering geeft aan een accountant of aan een andere expert, als bedoeld in artikel 2:393 lid 1 BW, hierna beide te noemen: de accountant, opdracht om de door het Bestuur opgemaakte Jaarrekening te onderzoeken overeenkomstig artikel 2:393 lid 3 BW. De accountant brengt omtrent zijn, haar of hun onderzoek verslag uit aan het Bestuur en geeft de uitslag van zijn, haar of hun onderzoek weer in een verklaring omtrent de getrouwheid van de Jaarrekening.

9.2.2 Indien de Algemene Vergadering niet overgaat tot het verlenen van een dergelijke opdracht, dan is het Bestuur bevoegd.

9.2.3 De aan de accountant verleende opdracht kan worden ingetrokken door de Algemene Vergadering en door degene die de opdracht heeft verleend. De opdracht kan enkel worden ingetrokken om gegronde redenen met inachtneming van artikel 2:393 lid 2 BW.

9.2.4 Het Bestuur kan aan de accountant of aan een andere accountant op kosten van de Vennootschap opdrachten verstrekken.

10 WINST.

10.1 Winst en verlies: uitkeringen op Aandelen.

10.1.1 Het Bestuur houdt een agioreserve en een winstreserve aan voor de Aandelen.

10.1.2 De Vennootschap kan slechts uitkeringen doen op Aandelen voor zover haar eigen vermogen groter is dan het bedrag van het gestorte en opgevraagde deel van het kapitaal, vermeerderd met de reserves die krachtens de wet moeten worden aangehouden.

10.1.3 Uitkering van winst, waaronder wordt verstaan het batig resultaat na belastingen blijkens de vastgestelde Jaarrekening, geschiedt na de vaststelling van de Jaarrekening waaruit blijkt dat zij geoorloofd is, onverminderd het overigens in de statuten bepaalde.

10.1.4 Het Bestuur kan bepalen dat enig bedrag van de winst wordt toegevoegd aan de reserves.

10.1.5 Hetgeen van de winst overblijft na toepassing van het artikel 10.1.4. staat ter beschikking van de Algemene Vergadering die kan besluiten tot reservering of tot uitkering aan de Aandeelhouders.

10.1.6 De Algemene Vergadering kan op voorstel van het Bestuur besluiten aan de Aandeelhouders een uitkering te doen in de vorm van Aandelen in het aandelenkapitaal van de Vennootschap.

10.1.7 Met inachtneming van het overigens in dit artikel 10.1. bepaalde kan de Algemene Vergadering op voorstel van het Bestuur besluiten tot uitkeringen aan houders ten laste van een of meer reserves die niet krachtens de wet door de Vennootschap moeten worden aangehouden. Het Bestuur kan echter besluiten om op Aandelen te storten bedragen (waaronder begrepen bedragen die het nominaal bedrag van de betreffende Aandelen te boven gaan) ten laste te brengen van de één of meerdere reserves van de Vennootschap, ongeacht of die Aandelen worden uitgegeven aan bestaande Aandeelhouders.

10.1.8 De gerechtigden tot een uitkering zijn de betreffende Aandeelhouders, vruchtgebruikers en pandhouders, afhankelijk van de omstandigheden van het geval, op een daartoe door het Bestuur te bepalen datum. Deze datum zal niet eerder zijn dan de datum waarop de uitkering wordt aangekondigd.

10.1.9 Ieder voorstel tot uitkering op Aandelen wordt door het Bestuur onverwijld openbaar

gemaakt overeenkomstig toepasselijk recht en de beursregels van de effectenbeurs waar de Aandelen in de Vennootschap zijn genoteerd op verzoek van de Vennootschap. De openbaarmaking zal specificeren wanneer de uitkering betaalbaar of – in geval van een voorstel tot uitkering – vermoedelijk betaalbaar wordt gesteld.

10.1.10 Uitkeringen zijn betaalbaar uiterlijk dertig (30) dagen na de dag waarop zij zijn vastgesteld, tenzij het orgaan dat de uitkering vaststelt een andere dag bepaalt.

10.1.11 Uitkeringen, waarover vijf (5) jaren en één (1) dag nadat zij opeisbaar zijn geworden niet is beschikt, vervallen aan de Vennootschap en worden aan de reserves toegevoegd.

10.1.12 Het Bestuur kan bepalen dat uitkeringen op Aandelen in euro of in andere valuta betaalbaar worden gesteld.

10.1.13 Op Aandelen die de Vennootschap zelf houdt in haar eigen aandelenkapitaal worden geen uitkeringen gedaan, tenzij die Aandelen zijn belast met een recht van vruchtgebruik of pandrecht.

10.2 **Tussentijdse uitkeringen.**

10.2.1 Het Bestuur kan tot tussentijdse uitkeringen aan Aandeelhouders besluiten, indien uit een tussentijdse vermogensopstelling blijkt dat aan het vereiste van artikel 10.1.2. is voldaan.

10.2.2 De tussentijdse vermogensopstelling heeft betrekking op de stand van het vermogen op ten vroegste de eerste dag van de derde maand voor de maand waarin het besluit tot uitkering wordt bekend gemaakt. Zij wordt opgemaakt met inachtneming van in het maatschappelijk verkeer als aanvaardbaar beschouwde waarderingsmethoden. In de vermogensopstelling worden de krachtens de wet en de statuten te reserveren bedragen opgenomen. Zij wordt ondertekend door de Bestuurders. Ontbreekt de handtekening van een of meer van hen, dan wordt daarvan onder opgave van reden melding gemaakt.

11 **STATUTENWIJZIGING, ONTBINDING.**

11.1 Een besluit tot wijziging van de statuten of tot ontbinding van de Vennootschap kan slechts worden genomen op voorstel van het Bestuur.

11.2 **Vereffening.**

11.2.1. Bij ontbinding van de Vennootschap geschiedt de vereffening door het Bestuur, tenzij door de Algemene Vergadering anders wordt beslist.

11.2.2. De bepalingen van de statuten blijven ook tijdens de vereffening voor zover mogelijk van kracht.

11.2.3. Hetgeen na de voldoening van alle schulden van het vermogen van de Vennootschap is overgebleven komt, met inachtneming van het bepaalde in artikel 2:23b BW, toe aan de Aandeelhouders in verhouding van het nominaal bedrag aan Aandelen dat ieder bezit.

12 FEDERALE FORUMKEUZE

12.1 Tenzij de Vennootschap schriftelijk instemt met een andere forumkeuze, zijn de federale arrondissementsrechtbanken (*federal district courts*) van de Verenigde Staten van Amerika exclusief bevoegd voor het behandelen van een aanklacht waaronder een rechtsvordering wordt ingesteld uit hoofde van de Amerikaanse Securities Act of 1933, zoals gewijzigd, voor zover toegestaan onder het toepasselijke recht.

This is a translation into English of the official Dutch version of the articles of association of a public company with limited liability under Dutch law. Definitions included in article 1 below appear in the English alphabetical order but will appear in the Dutch alphabetical order in the official Dutch version. In the event of a conflict between the English and Dutch texts, the Dutch text shall prevail.

ARTICLES OF ASSOCIATION
UNIQURE N.V.

1. DEFINITIONS.

In the articles of association the following terms shall have the meaning as defined below:

- **Annual Accounts**: the annual accounts referred to in section 2:361 DCC;
- **Annual Statement of Accounts**: the Annual Accounts and, if applicable, the annual report as well as the additional information referred to in section 2:392 DCC;
- **Board**: the corporate body of the Company consisting of the Executive Directors of the board in office and the Non-Executive Directors of the board in office;
- **Board Members**: the Executive Directors of the Board in office and the Non-Executive Directors of the Board in office;
- **Chief Executive Officer**: the Executive Director appointed as chief executive officer as referred to in article 7.4;
- **Company**: the public limited company which organisation is laid down in these articles of association;
- **Enterprise Chamber**: the Enterprise Chamber of the Amsterdam Court of Appeals;
- **Executive Director**: a Board member appointed as executive director;
- **Dependent Company**: a dependent company of the Company within the meaning of section 2:152 DCC;
- **DCC**: the Dutch Civil Code;
- **General Meeting**: the corporate body that consists of Shareholders entitled to vote and all other persons entitled to vote / the meeting in which Shareholders and all other persons entitled to attend general meetings assemble;
- **Management Report**: the management report referred to in section 2:391 DCC;
- **Meeting Rights**: the right to, either in person or by proxy authorised in writing, attend the General Meeting and to address such meeting;
- **Non-Executive Director**: a Board member appointed as non-executive director;
- **Persons entitled to attend General Meetings**: Shareholders as well as holders of a right of use and enjoyment (*vruchtgebruik*) and holders of a right of pledge with Meeting Rights;
- **Persons entitled to vote**: Shareholders with voting rights as well as holders of a right of use and enjoyment (*vruchtgebruik*) and holders of a right of pledge with voting rights;
- **Secretary**: the secretary of the Company as referred to in article 7.9;
- **Simple Majority**: more than half of the votes cast;
- **Share**: an ordinary share in the share capital of the Company;
- **Shareholder**: a holder of a Share;
- **Subsidiary**: a subsidiary as referred to in section 2:24a DCC; and
- **Works Council**: the works council of the Company's business or of the business of a Dependent Company, provided that:

(a) if there is more than one such works council, the powers of the Works Council under these articles of association shall be exercised by those councils separately, except that in case of a nomination as referred to in article 7.2.4, the powers of the Works Council under that provision shall be exercised by those works councils jointly;

(b) if a central works council has been established for the relevant business or businesses, the powers of the Works Council under these articles of association shall vest in the central works council.

2. NAME. CORPORATE SEAT.

2.1. The name of the Company is: **uniQure N.V.**

Its corporate seat is in Amsterdam, the Netherlands, and it may establish branch offices elsewhere.

2.2. **Objects.**

The objects of the Company are:

(a) to research, develop, produce and commercialise products, services and technology in the (bio-)pharmaceutical sphere;

(b) to incorporate, participate in, conduct the management of and take any other financial interest in other companies and enterprises;

(c) to render administrative, technical, financial, economic or managerial services to other companies, persons or enterprises;

(d) to acquire, dispose of manage and exploit real and personal property, including patents, marks, licenses, permits and other intellectual property rights;

(e) to borrow and/or lend moneys, act as surety or guarantor in any other manner, and bind itself jointly and severally or otherwise in addition to or on behalf of others,

the foregoing, whether or not in collaboration with third parties, and inclusive of the performance and promotion of all activities which directly and indirectly relate to those objects, all this in the broadest sense.

2.3. The Company is subject to Sections 2:158 through 2:162 DCC and Section 2:164 DCC, which provide for the Dutch large company regime.

3. SHARE STRUCTURE.

3.1. **Authorised share capital**

3.1.1. The authorized capital of the Company amounts to five million euro (EUR 5,000,000) divided one hundred million (100,000,000) Shares, each with a nominal value of five eurocent (EUR 0.05).

3.1.2. The Shares shall be in registered form and shall be consecutively numbered from 1 onwards.

3.1.3. No Share certificates shall be issued.

3.2. **Issue of Shares.**

3.2.1. Shares shall be issued pursuant to a resolution of the Board if by resolution of the General Meeting the Board has been authorised for a specific period not exceeding five (5) years to issue Shares. The resolution granting the aforesaid authorisation must determine the number and class of the Shares that may be issued. The authorisation may from time to time be extended for a period not exceeding five (5) years. Unless otherwise stipulated at its grant, the authorisation cannot be withdrawn.

3.2.2. If and insofar as an authorisation as referred to in article 3.2.1 is not in force, the General Meeting shall have the power, upon the proposal of the Board to resolve to issue Shares.

3.2.3. Article 3.2.1 and 3.2.2 shall equally apply to a grant of rights to subscribe for Shares, but shall not apply to an issue of Shares to a person who exercises a previously acquired right to subscribe for Shares.

3.2.4. Save for the provisions of section 2:80 DCC, the issue price may not be below nominal value of the Shares.

3.2.5. Shares shall be issued by deed in accordance with the provisions of sections 2:86c and 2:96 DCC.

3.3. **Payment for Shares.**

3.3.1. Shares may only be issued against payment in full of the amount at which such Shares are issued and with due observance of the provisions of sections 2:80a and 2:80b DCC.

3.3.2. Payment must be made in cash, unless an alternative contribution has been agreed. Payment other than in cash is made with due observance of the provisions of section 2:94b DCC.

3.3.3. Payment in cash may be made in a foreign currency if the Company agrees to this. In that case, the payment obligation shall be fulfilled for the amount up to which the amount paid up can be freely exchanged into euro. This rate of exchange shall be determined by the rate of exchange prevailing on the day of payment or, after application of the provisions of the next sentence, on the day referred to there. The Company may demand payment at the rate of exchange prevailing on a specific day within two (2) months prior to the last day on which payment must have been made, provided that the Shares shall be included on the official list of any stock exchange immediately following the issue.

3.3.4. The Company may grant loans for the purpose of a subscription for or an acquisition of Shares in its share capital subject to any applicable statutory provisions.

3.3.5. The Board may perform legal acts as referred to in section 2:94 DCC without the prior approval of the General Meeting.

3.4. **Pre-emptive rights.**

3.4.1. Upon the issue of Shares, each Shareholder shall have a pre-emptive right to acquire such newly issued Shares in proportion to the aggregate amount of his, her or their Shares, it being understood that this pre-emptive right shall not apply to:

(a) any issue of Shares to employees of the Company or employees of a group company;

(b) Shares which are issued against payment in kind.

3.4.2. Pre-emptive rights may be limited or excluded by resolution of the General Meeting upon proposal of the Board. The Board shall have the power to resolve upon the limitation or exclusion of the pre-emptive right, if and to the extent the Board has been designated by the General Meeting. Such designation shall only be valid for a specific period of not more than five (5) years and may from time to time be extended with a period of not more than five (5) years. Unless provided otherwise in the designation, the designation cannot be cancelled.

A resolution of the General Meeting to limit or exclude the pre-emptive rights as well as a resolution to designate the Board as referred to in this article 3.4.2 requires a two thirds majority of the votes cast if less than half the issued share capital is represented at a meeting.

3.4.3. Without prejudice to section 2:96a DCC, the General Meeting or the Board, as the case may be, shall, when adopting a resolution to issue Shares, determine the manner in which and the period within which such pre-emptive rights may be exercised.

3.4.4. The Company shall announce the issue with pre-emptive rights and the period within which such rights can be exercised in such manner as shall be prescribed by applicable law and

applicable stock exchange regulations, including, but not limited to, an announcement published by electronic means of communication.

3.4.5. This article 3.4 shall equally apply to a grant of rights to subscribe for Shares, but shall not apply to an issue of Shares to a person who exercises a previously acquired right to subscribe for Shares.

3.5. **Depositary receipts for Shares**

The Company is not authorised to cooperate in the issue of depositary receipts for Shares.

4. OWN SHARES. CAPITAL REDUCTION.

4.1. **Acquisition of Shares.**

4.1.1. Subject to authorisation by the General Meeting and with due observance of the applicable relevant statutory provisions, the Board may resolve on the acquisition by the Company of fully paid-up Shares. Such authorisation shall only be valid for a specific period of not more than eighteen (18) months and may from time to time be extended with a period of not more than eighteen (18) months. Acquisition by the Company of non-paid up Shares is null and void.

4.1.2. The authorisation of the General Meeting as referred to in article 4.1.1 shall not be required if the Company acquires fully paid-up Shares for the purpose of transferring such Shares, by virtue of an applicable employee stock purchase plan, to persons employed by the Company or by a group Company, provided such Shares are quoted on the official list of any stock exchange.

4.2. **Capital reduction.**

4.2.1. With due observance of the statutory requirements the General Meeting may resolve at the proposal of the Board to reduce the issued share capital by (i) reducing the nominal value of Shares by amending the articles of association, or (ii) cancelling:

(a) Shares in its own share capital which the Company holds itself in the Company's share capital, or

(b) all issued Shares against repayment of the amount paid-up on those Shares;

4.2.2. Partial repayment on Shares pursuant to a resolution to reduce their nominal value will be made proportionally.

5. TRANSFER.

5.1. **Form of transfer of Shares.**

5.1.1. The transfer of a Share shall require a deed executed for that purpose and, save in the event that the Company itself is a party to the transaction, written acknowledgement by the Company of the transfer. The acknowledgement is to be made either in the transfer deed, or by a dated statement endorsed upon the transfer deed or upon a copy of or extract from that deed certified by a notary (notaris) or bailiff (deurwaarder), or in the manner as referred to in article 5.1.2. Service of notice of the transfer deed or of the aforesaid copy or extract upon the Company shall be the equivalent of acknowledgement as stated in this paragraph.

5.1.2. The preceding paragraph shall apply mutatis mutandis to the transfer of any limited right to a Share, provided that a pledge may also be created without acknowledgement by or service of notice upon the Company and that section 3:239 DCC applies, in which case acknowledgement by or service of notice upon the Company shall replace the announcement referred to section 3:239, subsection 3 DCC.

5.1.3. For as long as any Shares are admitted to trading on the Nasdaq Stock Market, New York Stock Exchange, or on any other regulated stock exchange located in the United States of America, the laws of the State of New York shall apply to the property law aspects of the

Shares reflected in the register administered by the relevant transfer agent, without prejudice to the applicable provisions of Chapters 4 and 5 of Title 10 of Book 10 DCC.

6. REGISTERS. PLEDGE. USE AND ENJOYMENT (*vruchtgebruik*)

6.1. **Shareholders register.**

6.1.1. With due observance of the applicable statutory provisions in respect of registered Shares, a shareholders register shall be kept by or on behalf of the Company, which register shall be regularly updated and, at the discretion of the Board, may, in whole or in part, be kept in more than one copy and at more than one address. Part of the shareholders register may be kept abroad in order to comply with applicable foreign statutory provisions or applicable listing rules.

6.1.2. Each Shareholder's name, his, her or their address and such further information as required by law or considered appropriate by the Board, shall be recorded in the shareholders register.

6.1.3. The form and the contents of the shareholders register shall be determined by the Board with due observance of the articles 6.1.1 and 6.1.2.

6.1.4. Upon his, her or their request a Shareholder shall be provided free of charge with written evidence of the contents of the shareholders register with regard to the Shares registered in his, her or their name, and the statement so issued may be validly signed on behalf of the Company by a person to be designated for that purpose by the Board.

6.1.5. The provisions of the articles 6.1.3 and article 6.1.4 shall equally apply to persons who hold a right of use and enjoyment (*vruchtgebruik*) or a right of pledge on one or more Shares.

6.2. **Joint holding.**

If through any cause whatsoever one or more Shares are jointly held by two or more persons, such persons may jointly exercise the rights arising from those Shares, provided that these persons be represented for that purpose by one from their midst or by a third party authorised by them for that purpose by a written power of attorney.

The Board may, whether or not subject to certain conditions, grant an exemption for the provision of the previous sentence.

6.3. **Right of pledge.**

6.3.1. Shares may be encumbered with a pledge as security for a debt.

6.3.2. If a Share is encumbered with a pledge, the voting right attached to that Share shall vest in the Shareholder, unless at the creation of the pledge the voting right has been granted to the pledgee.

6.3.3. Shareholders who as a result of a right of pledge do not have voting rights, have Meeting Rights.

6.4. **Right of use and enjoyment (*vruchtgebruik*).**

6.4.1. Shares may be encumbered with a right of use and enjoyment.

6.4.2. If a Share is encumbered with a right of use and enjoyment, the voting right attached to that Share shall vest in the Shareholder, unless at the creation of the right of use and enjoyment the voting right has been granted to the holder of the right of use and enjoyment.

6.4.3. Shareholders who as a result of a right of use and enjoyment do not have voting rights, have Meeting Rights.

7. BOARD.

7.1. **Board: composition.**

7.1.1. The Company shall be managed by the Board.

7.1.2. The Board shall consist of one or more Executive Directors and three or more Non-Executive Directors, with the Non-Executive Directors forming the majority of the Board. The Board shall determine the number of Executive Directors and the number of Non-Executive Directors, provided that the number of Executive Directors shall at all times be less than the number of Non-Executive Directors. If there are fewer than three Non-Executive Directors in office, the Board shall promptly take measures to increase the number of Non-Executive Directors.

Only natural persons can be a Non-Executive Director.

7.1.3. The Board shall adopt a profile of its size and composition, taking into account the nature of the business, its activities and the desired expertise and background of the Non-Executive Directors. The Board shall discuss the profile in the General Meeting and with the Works Council each time it is amended.

7.2. **Board: appointment, suspension and dismissal.**

7.2.1. The Non-Executive Directors shall appoint the Executive Directors and may at any time suspend or dismiss any Executive Director. The Non-Executive Directors shall notify the General Meeting of a proposed appointment of an Executive Director. The Non-Executive Directors shall not dismiss an Executive Director until after the General Meeting has been consulted about the proposed dismissal.

7.2.2. Except as provided in article 7.2.4, the Non-Executive Directors shall be appointed by the General Meeting based on a nomination by the Non-Executive Directors. The nomination must be presented to the General Meeting and the Works Council concurrently. The nomination must be supported with reasons. The nomination shall not be presented to the General Meeting until after the Works Council has been given the opportunity to determine its position on the matter in a timely fashion before the date of the convocation of the General Meeting. The chairperson of the Works Council or a member of the Works Council designated by the chairperson of the Works Council may explain the position of the Works Council in the General Meeting. The absence of that position shall not affect the decision-making on the proposed appointment.

7.2.3. The General Meeting and the Works Council may recommend persons to the Non-Executive Directors for their nomination of a Non-Executive Director. To this end, the Non-Executive Directors shall inform these bodies in a timely fashion when, why and in accordance with which profile a vacancy in their midst must be filled. If the enhanced right of recommendation set out in article 7.2.4 applies to the vacancy, the Non-Executive Directors shall state this as well.

7.2.4. For one-third of the number of Non-Executive Directors, the Non-Executive Directors shall nominate a person recommended by the Works Council, unless the Non-Executive Directors object to such recommendation based on the expectation that the person recommended will be unfit to fulfil the duties of a Non-Executive Director or that the group of Non-Executive Directors will not be properly composed upon the appointment in accordance with the recommendation. If the number of Non-Executive Directors is not divisible by three, the closest lower number divisible by three shall be used to determine the number of Non-Executive Directors in respect of which the enhanced right of recommendation applies. At least one Non-Executive Director appointed pursuant to this article 7.2.4 shall be part of the compensation committee of the Board.

7.2.5. In case of an objection by the Non-Executive Directors pursuant to article 7.2.4, they shall notify the Works Council of their objection, stating their reasons. The Non-Executive

Directors shall promptly consult with the Works Council in an attempt to reach agreement on the nomination. If the Non-Executive Directors establish that agreement cannot be reached, a representative of the Non-Executive Directors designated for that purpose shall request the Enterprise Chamber to rule that the objection is well-founded. The application shall not be filed before four weeks have passed after the start of the consultation with the Works Council. If the Enterprise Chamber declares the objection unfounded, the Non-Executive Directors shall nominate the person recommended. If the Enterprise Chamber declares the objection well-founded, the Works Council may make a new recommendation in accordance with article 7.2.4.

7.2.6. The General Meeting may reject a nomination made pursuant to article 7.2.2 by Simple Majority representing at least one-third of the issued share capital. If the Shareholders withhold their support for the candidate by Simple Majority without such majority representing at least one-third of the issued share capital, a new General Meeting may be convened where the nomination may be rejected by Simple Majority. In that case, the Non-Executive Directors shall prepare a new nomination. Articles 7.2.3 through 7.2.5 shall apply mutatis mutandis. If the General Meeting does not appoint the person nominated and does not pass a resolution rejecting the nomination, the Non-Executive Directors shall appoint the person nominated.

7.2.7. The General Meeting may delegate the right vested in it under article 7.2.3 to a committee of Shareholders designated by it, for a period set by it, in each case for a maximum of two consecutive years. In that case, the Non-Executive Directors shall make the notification under article 7.2.3 to such committee. The General Meeting may revoke the delegation at any time.

7.2.8. A Non-Executive Director shall resign no later than on the day of the first General Meeting held after four years have passed from such Non-Executive Director's most recent appointment. A resigning Non-Executive Director may be reappointed.

7.2.9. A Non-Executive Director may be suspended by the Non-Executive Directors. Such a suspension shall terminate by operation of law if, within one month after the start of the suspension, the Company has not requested the Enterprise Chamber to dismiss the relevant Non-Executive Director pursuant to article 7.2.10.

7.2.10. Upon application, the Enterprise Chamber may dismiss a Non-Executive Director for dereliction of duties, for other important reasons or because of a material change in circumstances as a result of which the Company cannot reasonably be expected to retain such person as a Non-Executive Director. Such an application may be made by the Company, represented for this purpose by the Non-Executive Directors, or by a representative of the General Meeting or the Works Council designated for this purpose.

7.2.11. At a General Meeting, a resolution to appoint a Non-Executive Director can only be passed in respect of candidates whose names are stated for that purpose in the agenda of that General Meeting or the explanatory notes thereto.

7.2.12. By Simple Majority representing at least one-third of the issued share capital, the General Meeting may pass a resolution of no-confidence in the Non-Executive Directors. The resolution shall be supported with reasons. The resolution may not be passed in respect of Non-Executive Directors appointed by the Enterprise Chamber in accordance with article 7.2.14.

7.2.13. A resolution as referred to in article 7.2.12 may only be passed after the Board has notified the Works Council of the proposed resolution and the reasons for it. The notification shall

be made at least thirty days prior to the General Meeting at which the proposal is to be considered. If the Works Council has determined its position on the proposal, the Board shall inform the Non-Executive Directors and the General Meeting of that position. The Works Council may have its position explained in the General Meeting.

7.2.14. The resolution referred to in article 7.2.12 shall result in the immediate dismissal of all Non-Executive Directors. In that case, the Executive Directors shall promptly request the Enterprise Chamber to temporarily appoint one or more Non-Executive Directors. The Enterprise Chamber shall make arrangements in respect of the consequences of the appointment. The temporary Non-Executive Directors shall cause a new group of Non-Executive Directors to be appointed in accordance with this article 7.2 within a period set by the Enterprise Chamber.

7.2.15. If there are no Non-Executive Directors in office, other than as a result of article 7.2.12, appointments of Non-Executive Directors shall be made by the General Meeting in accordance with Section 2:159 DCC.

7.3. **Absence or inability to act**

7.3.1. In the event of the absence or inability to act of one or more Board Members, the powers of the Board remain intact, provided that:

(i) the Non-Executive Directors shall be authorised to temporarily fill the vacant position for a period up to the first General Meeting or, in case of a Board Member unable to act, up to the moment he, she or they is/are no longer unable to act;

(ii) in the event of the absence or inability to act of all members of the Board, the Secretary shall temporarily be responsible for the management of the Company until the vacancies have been filled.

In the event of the absence or inability to act of all members of the Board, the Secretary shall as soon as possible take the necessary measures to make a definitive arrangement.

A Board Member shall be considered absent or unable to act, as applicable, within the meaning of this article:

(i) during the existence of a vacancy on the Board, including as a result of:

(i) his or her death;

(ii) his or her dismissal by the Non-Executive Directors or the Enterprise Chamber, as applicable; or

(iii) his or her voluntary resignation before his or her term of office has expired;

(iv) not being reappointed by the General Meeting, notwithstanding a nomination to that effect by the Non-Executive Directors,

provided that the Board may always decide to decrease the number of Board Members such that a vacancy no longer exists; or

(ii) during his or her suspension;

(iii) during an illness;

(iv) during an inaccessibility,

in the events referred to under sub (iii) and (iv) without the possibility of contact between the Board Member concerned and the Company for a period of five (5) days, unless the Board or the Secretary sets a different term in the case at hand.

7.4. **Chief Executive Officer. Chair of the Board.**

7.4.1. The Board shall appoint an Executive Director as Chief Executive Officer for such period as the Board may decide. The Board may dismiss the Chief Executive Officer, provided

that the Chief Executive Officer so dismissed shall subsequently continue his, her or their term of office as an Executive Director without having the title of Chief Executive Officer.

In addition, the Board may grant other titles to an Executive Director.

7.4.2. The Board shall appoint a Non-Executive Director to be chair of the Board for such period as the board may decide. The Board may dismiss the chair, provided that the chair so dismissed shall subsequently continue his, her or their term of office as a Non-Executive Director without having the title of chair.

7.4.3. The Board may appoint one or more of the Non-Executive Directors as vice-chair of the Board for such period as the Board may decide. If the chair is absent or unwilling to take the chair, a vice-chair shall be entrusted with such duties of the chair as the Board may decide. The Board may dismiss the vice-chair, provided that the vice-chair so dismissed shall subsequently continue his, her or their term of office as a Non-Executive Director without having the title of vice-chair.

7.4.4. If no chair has been appointed or if the chair is absent or unwilling to take the chair, a meeting of the Board shall be presided over by a vice-chair or in the event of his, her or their absence or unwillingness to take the chair, by a Board Member or another person present designated for such purpose by the meeting.

7.5. **Board: remuneration.**

7.5.1. The Company must establish a policy in respect of the remuneration of the Board. The remuneration policy is adopted by the General Meeting upon the proposal of the Non-Executive Directors.

The remuneration of the Executive Directors shall be determined by the Non-Executive Directors with due observance of the remuneration policy adopted by the General Meeting. The remuneration of the Non-Executive Directors shall be determined by the Board with due observance of the remuneration policy adopted by the General Meeting.

7.5.2. A proposal with respect to remuneration schemes in the form of Shares or rights to Shares is submitted by the Non-Executive Directors to the General Meeting for its approval.

This proposal must set out at least the maximum number of Shares or rights to Shares to be granted to members of the Board and the criteria for granting or amendment.

7.6. **Board: meetings.**

7.6.1. Meetings of the Board may be called at any time, either by one or more Board Members or, on his, her or their instructions, by the Secretary.

7.6.2. The Secretary may attend the meetings of the Board. The board may decide to permit others to attend a meeting as well.

7.6.3. Each Board Member will have the right to cast one (1) vote. The Board shall adopt its resolutions by Simple Majority. In the event of a tie, the proposal shall be considered rejected.

7.6.4. A Board Member will not participate in deliberations and the adoption of resolutions in respect of which he, she or they has/have a personal direct or indirect conflict of interest with the company or its enterprise. If all Board Members have a conflict of interest, the resolution concerned will be adopted by the General Meeting.

7.6.5. The minutes of meetings of the Board shall be kept by the Secretary. The minutes shall be adopted by the Board at the same meeting or at a subsequent meeting.

If the Board has adopted resolutions without holding a meeting, the Secretary shall keep a record of each resolution adopted without holding a meeting. Such record shall be signed by the chair and the Secretary.

7.7. **Board: powers, division of duties, restrictions.**

7.7.1. The Board shall be entrusted with the management of the Company and shall for such purpose have all the powers within the limits of the law that are not granted by the articles of association to others. The day-to-day management of the Company shall be entrusted to the Executive Directors. The task to supervise the performance by the Directors of their duties cannot be taken away from the Non-Executive Directors.

7.7.2. With due observance of the articles of association the Board shall adopt one or more sets of regulations dealing with such matters as its internal organisation, the manner in which decisions are taken, the composition, the duties and organisation of committees as referred to in article 7.7.4. and any other matters concerning the Board, the Chief Executive Officer, the Executive Directors, the Non-Executive Directors and the committees established by the Board.

7.7.3. The Executive Directors may adopt legally valid resolutions with respect to matters that fall within the scope of their duties referred to in article 7.7.1. and 7.7.2. The Non-Executive Directors may also adopt legally valid resolutions with respect to matters that fall within the scope of their duties referred to in article 7.7.1. and 7.7.2.

7.7.4. The Board may establish such committees as it may deem necessary which committees may consist of one or more Board Members or of other persons.

7.7.5. The Executive Directors shall timely provide the Non-Executive Directors with all information required for the exercise of their duties.

7.7.6. Without prejudice to any other applicable provisions of these articles of association, the Board shall require the approval of the General Meeting for resolutions of the Board regarding a significant change in the identity or nature of the Company or the enterprise, including in any event:

(a) the transfer of the enterprise or practically the entire enterprise to a third party;

(b) the entry into or termination of any long-lasting cooperation by the Company or a Subsidiary with any other legal person or company or as a fully liable general partner of a limited partnership or a general partnership, provided that such cooperation or the termination thereof is of significant importance to the Company; and

(c) the acquisition or disposal of a participating interest in the capital of a Company with a value of at least one-third of the sum of the assets according to the consolidated balance sheet with explanatory notes thereto according to the last adopted Annual Accounts of the Company, by the Company or a Subsidiary.

7.8. **Representation.**

7.8.1. The Board as well as two (2) Executive Directors acting jointly are authorised to represent the Company. In case only one Executive Director is in office, such Executive Director is authorised to represent the Company acting independently

7.8.2. The Board may grant one or more persons, whether or not employed by the Company, the power to represent the Company (*procuratie*) or grant the power to represent the Company on a continuing basis in a different manner.

7.9. **Secretary.**

7.9.1. The Board shall appoint a Secretary from outside its members.

7.9.2. The Secretary shall participate in the meetings of the Board, as well as the meetings of the committees established by the Board, this in conformity with the regulations to be decided upon.

7.9.3. The Secretary shall further have such powers as are assigned to them by the articles of association and, subject to the articles of association, by the Board on or after his, her or their appointment.

7.9.4. The Secretary may be removed from office at any time by the Board.

7.10. **Indemnification Board Members.**

7.10.1. Unless Dutch law provides otherwise, the following shall be reimbursed to current and former members of the Board:

(a) the reasonable costs of conducting a defence against claims based on acts or failures to act in the exercise of their duties or any other duties currently or previously performed by them at the Company's request;

(b) any damages or fines payable by them as a result of an act or failure to act as referred to under a;

(c) the reasonable costs of appearing in other legal proceedings in which they are involved as current or former members of the Board, with the exception of proceedings primarily aimed at pursuing a claim on their own behalf.

There shall be no entitlement to reimbursement as referred to above if and to the extent that:

(d) a Dutch court or, in the event of arbitration, an arbitrator has established in a final and conclusive decision that the act or failure to act of the person concerned can be characterised as wilful (*opzettelijk*), intentionally reckless (*bewust roekeloos*) or seriously culpable (*ernstig verwijtbaar*) conduct, unless Dutch law provides otherwise or this would, in view of the circumstances of the case, be unacceptable according to standards of reasonableness and fairness;

(e) the costs or financial loss of the person concerned are covered by an insurance and the insurer has paid out the costs or financial loss; and

(f) for any financial losses, damages or expenses incurred in connection with a settlement of any proceedings effected without the Company's prior consent.

If and to the extent that it has been established by a Dutch court or, in the event of arbitration, an arbitrator in a final and conclusive decision that the person concerned is not entitled to reimbursement as referred to above, he, she or they shall immediately repay the amount reimbursed by the Company.

7.10.2. The Company may take out liability insurance for the benefit of the persons concerned.

7.10.3. The Board may by agreement give further implementation to the above.

8. GENERAL MEETINGS.

8.1. **General Meetings.**

8.1.1. General Meetings shall be held in Amsterdam or in the municipality of Haarlemmermeer (Schiphol Airport).

8.1.2. A General Meeting shall be held once a year, no later than six (6) months after the end of the financial year of the Company.

8.1.3. The Board shall provide the General Meeting with all requested information, unless this would be contrary to an overriding interest of the Company. If the Board invokes an overriding interest, it must give reasons.

8.2. **Extraordinary General Meetings.**

Extraordinary General Meetings shall be convened by the Board or by those who are authorised by law or pursuant to these articles of association to do so.

8.3. **General Meetings: notice and agenda.**

8.3.1. Notice of the General Meeting shall be given by the Board or by those who are authorised by law or pursuant to these articles of association to do so with due observance of the relevant statutory minimum convening period.

8.3.2. The Board or the person who is authorised by law or pursuant to these articles of association to convene the meeting may decide that the convocation letter in respect of a person authorised to attend a General Meeting who agrees thereto, is replaced by a legible and reproducible message sent by electronic mail to the address indicated by him to the Company for such purpose.

8.3.3. The notice shall state the subjects on the agenda or shall inform the persons authorised to attend a General Meeting that they may inspect the agenda at the office of the Company and that copies thereof are obtainable at such places as are specified in the notice.

8.3.4. The agenda for the annual General Meeting shall in any case include the following items:

(a) the consideration of Annual Statement of Accounts;

(b) the adoption of the Annual Accounts;

(c) the appropriation of profits;

(d) proposals relating to the composition of the Board, including the filling of any vacancies in the Board;

(e) the proposals placed on the agenda by the Board together with proposals made by Shareholders in accordance with provisions of the law and the provisions of the articles of association.

8.3.5. A matter, the consideration of which has been requested in writing by one or more Shareholders, representing solely or jointly at least the percentage prescribed by law of the issued share capital, will be placed on the notice or will be announced in the same manner if the Company has received the request not later than on the date as prescribed by law.

8.3.6. If and when allowed pursuant to applicable law, the Board may also decide whether (and if so, under what conditions, subject to the conditions required under applicable law) the General Meeting shall also or exclusively be accessible through the use of electronic means. In that case, references in these articles of association to attendance of a General Meeting shall include attendance by electronic means and article 8.4.4, with the exception of the first sentence of article 8.4.4, shall apply mutatis mutandis in respect of attendance by electronic means.

8.4. **General Meetings: attendance of meetings.**

8.4.1. The persons who are entitled to attend the General Meeting are persons who:

(i) are a Shareholder or a person who is otherwise entitled to attend the General Meeting as per a certain date, determined by the Board, such date hereinafter referred to as: the "record date";

(ii) are as such registered in a register (or one or more parts thereof) designated thereto by the Board, hereinafter referred to as: the "register"; and

(i) have given notice in writing to the Company prior to a date set in the notice that they will attend a General Meeting,

regardless of who will be Shareholder at the time of the meeting. The notice will contain the name and the number of Shares the person will represent in the meeting. The provision above under (iii) concerning the notice to the Company also applies to the proxy holder of a person authorised to attend a General Meeting.

8.4.2. The Board may decide that Persons entitled to attend General Meetings and vote thereat may, within a period prior to the General Meeting to be set by the Board, which period

cannot begin prior to the record date as meant in article 8.4.1, cast their votes electronically in a manner to be decided by the Board. Votes cast in accordance with the previous sentence are equal to votes cast at the meeting.

8.4.3. The Board may decide that the business transacted at a General Meeting can be taken note of by electronic means of communication.

8.4.4. The Board may decide that each person entitled to attend General Meetings and vote thereat may, either in person or by written proxy, vote at that meeting by electronic means of communication, provided that such person can be identified via the electronic means of communication and furthermore provided that such person can directly take note of the business transacted at the General Meeting concerned. The Board may attach conditions to the use of the electronic means of communication, which conditions shall be announced at the convocation of the General Meeting and shall be posted on the Company's website.

8.4.5. Board Members shall have admission to the General Meetings. They shall have an advisory vote at the General Meetings.

8.4.6. Furthermore, admission shall be given to the persons whose attendance at the General Meeting is approved by the chair of the meeting.

8.4.7. All issues concerning the admittance to the General Meeting shall be decided by the chair of the meeting.

8.5. **General Meetings: order of the meeting, minutes.**

8.5.1. The General Meeting will be chaired by the chair of the Board or in his, her or their absence by one of the other Non-Executive Directors designated by the Board; if none of the Non-Executive Directors is present at the meeting, the meeting will be chaired by one of the Executive Directors designated by the Board. The chair shall designate the secretary.

8.5.2. The chair of the meeting shall determine the order of proceedings at the meeting with due observance of the agenda and he, she or they may restrict the allotted speaking time or take other measures to ensure orderly progress of the meeting.

8.5.3. All issues concerning the proceedings at the meeting, shall be decided by the chair of the meeting.

8.5.4. Minutes shall be kept of the business transacted at the meeting unless a notarial record is prepared thereof. Minutes shall be adopted and in evidence of such adoption be signed by the chair and the secretary of the meeting concerned.

8.5.5. A certificate signed by the chair and the secretary of the meeting confirming that the General Meeting has adopted a particular resolution, shall constitute evidence of such resolution vis-à-vis third parties.

8.6. **General Meetings: adoption of resolutions.**

8.6.1. Unless another majority of votes or quorum is required by virtue of the law, all resolutions of the General Meeting shall be adopted by Simple Majority in a meeting where at least one-third of the issued share capital is represented.

A second meeting referred to in article 2:120, subsection 3 DCC cannot be convened.

8.6.2. Each Share confers the right to cast one (1) vote at the General Meeting.

Blank votes, invalid votes and abstentions shall be regarded as not having been cast. Shares in respect of which an invalid or blank vote has been cast and Shares in respect of which an abstention has been made shall be taken into account when determining the part of the issued share capital that is represented at a General Meeting

8.6.3. No votes may be cast at the General Meeting in respect of Shares which are held by the Company or any of its Subsidiaries.

Holders of a right of use and enjoyment (*vruchtgebruik*) and pledgees of Shares which belong to the Company or its Subsidiaries shall not be excluded from the right to vote if the right of use and enjoyment or pledge was created before the Shares concerned were held by the Company or a Subsidiary of the Company and at the creation of the right of pledge or the right of use and enjoyment, the voting rights were granted to the pledgee or holder of the right of use and enjoyment.

8.6.4. The chair of the General Meeting determines the method of voting.

8.6.5. The ruling pronounced by the chair of the General Meeting in respect of the outcome of any vote taken at a General Meeting shall be decisive. The same shall apply to the contents of any resolution passed.

8.6.6. Any and all disputes with regard to voting for which neither the law nor the articles of association provide shall be decided by the chair of the General Meeting.

9. FINANCIAL YEAR. AUDITOR.

9.1. **Financial year; Annual Statement of Accounts.**

9.1.1. The financial year of the Company shall be the calendar year.

9.1.2. Annually, within the term set by law, the Board shall prepare Annual Accounts.

The Annual Accounts shall be accompanied by the auditor's statement referred to in article 9.2.1, if the instruction referred to in that article has been given, by the Management Report, unless section 2:391 DCC does not apply to the Company, as well as by the other particulars to be added to those documents by virtue of applicable statutory provisions.

The Annual Accounts shall be signed by all Board Members; if the signature of one or more of them is lacking, this shall be disclosed, stating the reasons therefor.

9.1.3. The Company shall ensure that the Annual Accounts as prepared, the Management Report (if applicable) and the other particulars referred to in article 9.1.2 shall be made available at the office of the Company as of the date of the notice of the General Meeting at which they are to be discussed. The Board shall also send the Annual Accounts to the Works Council.

The Shareholders and other Persons entitled to attend General Meetings may inspect the above documents at the office of the Company and obtain a copy thereof free of charge.

9.2. **Auditor.**

9.2.1. The General Meeting shall instruct a registered accountant or another expert, as referred to in section 2:393, subsection 1 DCC, both hereinafter called: the "auditor", to audit the Annual Accounts prepared by the Board, in accordance with the provisions of section 2:393, subsection 3 DCC. The auditor shall report on his, her or their audit to the Board and shall present the results of his, her or their examination regarding the accuracy of the Annual Accounts in an auditor's statement.

9.2.2. If the General Meeting fails to give such instructions, then the Board shall be so authorised.

9.2.3. The instruction given to the auditor may be revoked by the General Meeting and by the corporate body which has given such instruction.

The instruction may only be revoked for good reasons with due observance of section 2:393, subsection 2 DCC.

9.2.4. The Board may give instructions to the auditor or any other auditor at the expense of the Company.

10. PROFITS.

10.1. **Profit and loss. Distributions on Shares.**

10.1.1. The Board will keep a share premium reserve and profit reserve for the Shares.

10.1.2. The Company may make distributions on Shares only to the extent that its shareholders' equity exceeds the sum of the paid-up and called-up part of the capital and the reserves which must be maintained by law.

10.1.3. Distributions of profit, meaning the net earnings after taxes shown by the adopted Annual Accounts, shall be made after the adoption of the Annual Accounts from which it appears that they are permitted, without prejudice to any of the other provisions of these articles of association.

10.1.4. The Board may determine that any amount out of the profit shall be added to the reserves.

10.1.5. The profit remaining after application of article 10.1.4 shall be at the disposal of the General Meeting, which may resolve to carry it to the reserves or to distribute it among the Shareholders.

10.1.6. On a proposal of the Board the General Meeting may resolve to make distributions to the Shareholders in the form of Shares in the share capital of the Company.

10.1.7. Subject to the other provisions of this article 10.1 the General Meeting may, on a proposal made by the Board resolve to make distributions to the Shareholders to the debit of one (1) or several reserves which the Company is not prohibited from distributing by virtue of the law. However, the Board may resolve to charge amounts to be paid up on Shares (including amounts in excess of the nominal value of the Shares concerned) against one (1) or several reserves which the Company maintains, irrespective of whether those Shares are issued to existing Shareholders.

10.1.8. The parties entitled to a distribution shall be the relevant Shareholders, usufructuaries and pledgees, as the case may be, at a date to be determined by the body declaring the dividend for that purpose. This date shall not be earlier than the date on which the distribution was announced.

10.1.9. Any proposal for a distribution on Shares shall be announced by the Board in accordance with the applicable law and regulations of the stock exchange where the Shares at the Company's request are officially listed. The announcement shall specify when and how the dividend shall be payable or - in the case of a proposal for distribution - is expected to be made payable.

10.1.10. Distributions shall be payable no later than thirty (30) days after the date they were declared, unless the body declaring the distribution determines a different date.

10.1.11. Distributions which have not been claimed upon the expiry of five (5) years and one (1) day after the date when they became payable shall be forfeited to the Company and shall be carried to the reserves.

10.1.12. The Board may determine that distributions on Shares shall be made payable either in euro or in another currency.

10.1.13. No distributions shall be paid on Shares held by the Company in its own share capital, unless such Shares are encumbered with a right of use and enjoyment (*vruchtgebruik*) or pledge.

10.2. **Interim distributions.**

10.2.1. The Board may resolve to make interim distributions to the Shareholders if an interim statement of assets and liabilities shows that the requirement of article 10.1.2 has been met.

10.2.2. The interim statement of assets and liabilities shall relate to the condition of the assets and liabilities on a date no earlier than the first day of the third month preceding the month in which the resolution to distribute is published. It shall be prepared on the basis of generally acceptable valuation methods. The amounts to be reserved under the law and these articles

of association shall be included in the statement of assets and liabilities. It shall be signed by the Board Members. If the signature of one or more of them is lacking, this shall be disclosed, stating the reasons therefor.

11. AMENDMENT OF THE ARTICLES OF ASSOCIATION, DISSOLUTION OF THE COMPANY.

11.1. A resolution to amend the articles of association or to dissolve the Company may only be adopted at the proposal of the Board.

11.2. **Liquidation.**

11.2.1. On the dissolution of the Company, the liquidation shall be carried out by the Board, unless otherwise resolved by the General Meeting.

11.2.2. Pending the liquidation the provisions of these articles of association shall remain in force to the fullest extent possible.

11.2.3. The surplus assets of the Company remaining after satisfaction of its debts shall, in accordance with the provisions of section 2:23b DCC, be for the benefit of the Shareholders in proportion to the nominal value amount of the Shares held by each of them.

12. FEDERAL FORUM SELECTION.

12.1 Unless the Company consents in writing to the selection of an alternative forum, the sole and exclusive forum for any complaint asserting a cause of action arising under the United States Securities Act of 1933, as amended, to the fullest extent permitted by applicable law, shall be the United States federal district courts.

Exhibit 10.1

FIRST AMENDMENT TO LEASE

This FIRST AMENDMENT TO LEASE (this "Amendment") is entered into as of July 31, 2026 (the "Effective Date"), by and between NRL 91 Hartwell LLC, a Delaware limited liability company ("Landlord"), and uniQure, Inc., a Delaware corporation ("Tenant").

WHEREAS, Landlord and Tenant are parties to that certain Lease dated as of January 14, 2022 (the "Original Lease"), pursuant to which Landlord leases to Tenant, and Tenant leases from Landlord, certain premises containing approximately 12,716 rentable square feet on the first (1st) floor of the building located at and commonly known and numbered as One Hartwell Place (formerly known as 91 Hartwell Avenue), Lexington, Massachusetts (the "Building") and shown on the plan attached hereto as Exhibit A (the "Existing Premises"), for a term (the "Current Term") scheduled to expire on November 30, 2029 (the "Expiration Date"); and

WHEREAS, Landlord and Tenant wish to enter into this Amendment to (i) expand the Premises to include that certain space adjacent to the Existing Premises containing approximately 8,247 rentable square feet on the first (1st) floor of the Building and shown as "Expansion Premises" on the plan attached hereto as Exhibit A (the "Expansion Premises"), effective as of December 1, 2026 (the "Expansion Premises Commencement Date"); and (ii) make further amendments to the Lease, all upon the terms and conditions set forth in this Amendment.

NOW, THEREFORE, in consideration of One Dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree to amend the Original Lease as follows:

1. Recitals; Capitalized Terms. All of the foregoing recitals are true and correct and are incorporated herein by reference. Capitalized terms used herein but left undefined shall have the meanings ascribed to such terms in the Lease. All references in the Lease to the "Lease" or "this Lease" or "the Lease" or "herein" or "hereunder" or similar terms or to any section thereof shall mean the Original Lease as amended by this Amendment.

2. Condition of Premises; Delivery of Expansion Premises.

(a) Tenant acknowledges that it is currently occupying the Existing Premises and accepts the same in its existing "AS-IS," "WHERE-IS," and "WITH ALL FAULTS" condition without representation or warranty, express or implied. Landlord shall have no obligation to perform any alterations or to make any improvements to the Existing Premises to prepare them for Tenant's occupancy, nor to refurbish or otherwise improve the Existing Premises throughout the Lease Term.

(b) Effective as of the Expansion Premises Commencement Date, subject to Section 2(e) hereinbelow, Tenant shall take delivery of the Expansion Premises in its "AS-IS," "WHERE-IS," and "WITH ALL FAULTS" condition without representation or warranty, express or implied. Tenant's lease of the Expansion Premises shall be on all the terms and conditions of the Lease as amended herein. Effective as of the Expansion Premises Commencement Date, the term "Premises" shall mean the Existing Premises and the Expansion Premises, collectively.

(c) Except as set forth in Section 2(e) hereof, Landlord shall have no obligation to perform any alterations or to make any improvements to the Expansion Premises to prepare them for Tenant's occupancy, nor to refurbish or otherwise improve the Expansion Premises throughout the Lease Term.

(d) Except (i) as set forth in Section 2(e) hereof and (ii) for the Premises Upgrade Allowance (as hereinbelow defined), Landlord shall not incur any costs in connection with the construction, demolition, or refurbishment of any improvements in the Premises.

(e) Landlord and Tenant acknowledge that electricity is not separately metered to the Expansion Premises as of the date hereof. At Landlord's sole cost and expense, the Premises shall be separately or check-metered for electricity serving Tenant's lights and plugs prior to the Expansion Premises Commencement Date.

3. Total Square Footage of Premises. Prior to the Expansion Premises Commencement Date, the total square footage of the Premises shall be deemed to be 12,716 rentable square feet. Effective as of the Expansion Premises Commencement Date, the total square footage of the Premises shall be deemed to be 20,963 rentable square feet.

4. Base Rent.

(a) Tenant shall continue to pay Base Rent with respect to the Existing Premises ("Existing Premises Base Rent") as set forth in the Original Lease.

(b) From and after the Expansion Premises Commencement Date, Tenant shall pay Base Rent with respect to the Expansion Premises ("Expansion Premises Base Rent" or "Exp. Base Rent") in the manner and at the times set forth in the Lease in the amounts set forth below (Landlord acknowledges and agrees that while the Expansion Premises contains 8,247 rentable square feet, Expansion Premises Base Rent shall be calculated based on the rentable square footage set forth in the "Exp. Base Rent RSF" column in the following table during the corresponding rent periods):

Rent Period	Exp. Base Rent RSF	Annual Exp. Base Rent	Monthly Payment	Annual Exp. Base Rent/RSF
12/1/2026 – 12/31/2026	6,000	$204,000.00	$17,000.00	$34.00
1/1/2027 – 6/30/2027	7,000	$243,250.00*	$20,270.83	$34.75
7/1/2027 – 12/31/2027	7,500	$260,625.00*	$21,718.75	$34.75
1/1/2028 – 12/31/2028	8,247	$292,768.50	$24,397.38	$35.50
1/1/2029 – 11/30/2029	8,247	$298,953.75*	$24,912.81	$36.25

*Annualized

(c) From and after the Expansion Premises Commencement Date, the term "Base Rent", as used in the Lease, shall be deemed to refer to Existing Premises Base Rent and

Expansion Premises Base Rent, collectively (provided that the table set forth in Section 1 of the Original Lease shall continue to be deemed to refer to Existing Premises Base Rent).

5. Tenant's Percentage. Effective as of the Expansion Premises Commencement Date, the definition of "Tenant's Percentage" in Section 1 of the Original Lease is hereby deleted in its entirety and replaced with the following"

"Tenant's Percentage:	17.07%, being the ratio of rentable square footage of the Premises, which is 20,963 rentable square feet, to the total rentable square footage of the Building, which is 122,815 rentable square feet. The rentable square footage of the Building may be adjusted from time to time as reasonably determined by Landlord, but in no event shall Tenant's Percentage be increased or decreased on account of any such adjustments."

6. Security Deposit. Effective as of the Expansion Premises Commencement Date, the definition of "Security Deposit" in Section 1 of the Original Lease is hereby deleted in its entirety and replaced with the following"

"Security Deposit:	$182,954.01, in the form of an unconditional, clean, irrevocable standby letter of credit subject to and in accordance with the provisions of Section 11."

7. Parking. Effective as of the Expansion Premises Commencement Date, the Number of Parking Spaces which Tenant is entitled to use pursuant to Section 32 of the Lease shall be increased from thirty (30) to fifty (50).

8. Loading Dock. From and after the Effective Date of this Amendment, Tenant shall be entitled, at no additional cost to Tenant, to the non-exclusive use of one (1) common loading dock at the Building, subject to and in compliance with all Applicable Law and Landlord's reasonable rules and regulations regarding such use.

9. Prior Access. Commencing on August 1, 2026, Landlord shall provide Tenant access to the Expansion Premises to install furniture systems, equipment and telephone/data equipment (collectively, "Tenant's Work") in preparation for Tenant's occupancy of the Premises. Such access shall be subject to scheduling by Landlord in a reasonable manner intended to permit Landlord to timely complete Landlord's Work (as hereinbelow defined) and for Tenant to timely complete Tenant's Work prior to the Expansion Premises Commencement Date, without use of overtime labor. In connection with such access, Tenant agrees (a) to cease promptly upon notice from Landlord any Tenant's Work which has not been approved by Landlord, where such approval is required, or is not in compliance with the provisions of this Lease or which shall interfere with or delay the performance of any work being performed by Landlord or Landlord's agents or contractors in the Expansion Premises, including without limitation pursuant to Section 2(e) hereinabove ("Landlord's Work"), and (b) to comply promptly with all reasonable procedures and regulations prescribed by Landlord from time to time for coordinating Landlord's Work and Tenant's Work, each with the other and with any other activity or work in the Building. Such

access by Tenant shall be deemed to be subject to all of the applicable provisions of the Lease, including without limitation the requirements of Section 21 of the Lease, except that there shall be no obligation on the part of Tenant solely because of such access to pay Base Rent or Additional Rent with respect to the Expansion Premises until otherwise required by the terms of the Lease. Without limiting the foregoing, prior to accessing the Expansion Premises, Tenant shall provide to Landlord, in form and substance reasonably acceptable to Landlord: (i) a detailed description of and schedule for Tenant's Work; (ii) the names and addresses of all contractors, subcontractors and material suppliers and all other representatives of Tenant who or which will be entering the Premises on behalf of Tenant to perform Tenant's Work or will be supplying materials for such work, and the approximate number of individuals, itemized by trade, who will be present in the Expansion Premises; (iii) copies of all contracts, subcontracts and material purchase orders pertaining to Tenant's Work; (iv) copies of all plans and specifications pertaining to Tenant's Work; (v) copies of all licenses and permits required in connection with the performance of Tenant's Work; (vi) certificates of insurance (in amounts required by the Lease and with the parties identified in, or required by, the Lease named as additional insureds).

If Tenant fails or refuses to comply or cause its contractors to comply with any of the obligations described or referred to above, then immediately upon notice to Tenant, Landlord may revoke Tenant's right to access the Expansion Premises prior to the Expansion Premises Commencement Date. Landlord shall assume no responsibility for the quality or completion of Tenant's Work under this Section 9, and shall not be responsible for equipment or supplies left or stored in the Expansion Premises by Tenant or Tenant's contractors. Tenant's access to the Premises pursuant to this Section 9 shall be at the sole risk of Tenant, except as expressly set forth herein.

10. Premises Upgrade Allowance. Subject to the terms and conditions hereof, Landlord agrees to provide to Tenant an allowance equal to $247,410 (i.e. $30 per rentable square foot of the Premises) (the "Premises Upgrade Allowance") towards the actual out-of-pocket costs of construction incurred by Tenant in connection with Tenant's Work and any other permitted upgrades made to the Premises by Tenant (collectively, "Tenant's Upgrade Work"). Tenant shall perform any Tenant's Upgrade Work in accordance with the terms and conditions of the Lease, including without limitation Section 21 thereof. Provided that the Lease is in full force and effect and Tenant (i) has completed all of such Tenant's Upgrade Work in accordance with the terms and conditions of the Lease, including without limitation Section 21 thereof and has delivered to Landlord lien waivers from all persons who might have a lien as a result of such Tenant's Upgrade Work in recordable form, (ii) has delivered to Landlord its certificate specifying the total cost of such Tenant's Upgrade Work and all contractors, subcontractors and suppliers involved with Tenant's Upgrade Work, together with evidence of such cost in the form of paid invoices, receipts and the like, (iii) has made written request for such payment on or before the last day of the twelfth (12th) Lease Month following the Effective Date of this Amendment (the "Premises Upgrade Allowance Request Deadline"), (iv) is not otherwise in default under the Lease, (v) there are no liens against Tenant's interest in the Lease or against the Building or arising out of Tenant's Upgrade Work or any litigation in which Tenant is a party (vi) has provided a certification of Tenant's architect that Tenant's Upgrade Work has been installed in a good and workmanlike manner in accordance with any approved plans therefor (any "Upgrade Plans") and in accordance with Applicable Law, and (vii) has provided any other information that Landlord may reasonably require, then within thirty (30) days after the satisfaction of the foregoing conditions, Landlord shall pay to the Tenant the

lesser of the amount of such costs so certified or the amount of the Premises Upgrade Allowance. For the purposes hereof, the cost to be so reimbursed by Landlord shall include the actual out-of-pocket hard costs of Tenant's Upgrade Work, together with Tenant's actual out-of-pocket engineering, architectural and permitting costs, hard costs of wiring, and the cost of any of Tenant's furniture, trade fixtures, or trade equipment to be installed in the Expansion Premises (provided that no more than fifty percent (50%) of the Premises Upgrade Allowance may be used to reimburse Tenant for any costs related to furniture, fixtures, or equipment) as part of Tenant's Upgrade Work. Further, in no event shall Landlord be required to pay any portion of the Premises Upgrade Allowance on account of any supervisory fees, overhead, management fees or other payments to Tenant, or any partner or affiliate of Tenant. Landlord shall be under no obligation to apply any portion of the Premises Upgrade Allowance for any purposes other than as provided herein, nor shall Landlord be deemed to have assumed any obligations, in whole or in part, of Tenant to any contractors, subcontractors, suppliers, workers or materialmen. Any portion of the Allowance which not requested or applied in compliance with the terms and conditions hereof on or before the Premises Upgrade Allowance Request Deadline shall be retained by Landlord and forfeited by Tenant. Landlord shall be entitled to deduct from the Premises Upgrade Allowance an amount equal to the sum of: (i) two percent (2%) of the total cost of Tenant's Upgrade Work for Landlord's out-of-pocket costs for supervision of Tenant's Upgrade Work by Landlord's property management company, plus (ii) third party expenses incurred by Landlord to review Tenant's Plans and Tenant's Upgrade Work. In the event the cost of Tenant's Upgrade Work exceeds the Premises Upgrade Allowance, Tenant shall pay all such excess costs after the full amount of the Premises Upgrade Allowance has been disbursed hereunder directly to Tenant's contractor or subcontractor or suppliers involved and shall furnish to Landlord copies of receipted invoices therefor and such waivers of lien rights as Landlord may reasonably require.

11. Brokerage. Tenant represents to Landlord that it has not dealt with any broker in connection with this Amendment other than Lincoln Property Company and Colliers (the "Brokers"). Tenant shall indemnify and hold Landlord harmless from and against any claim or claims for brokerage or other commissions relating to this Amendment asserted by any broker, agent, or finder engaged by Tenant or with whom Tenant has dealt other than the Brokers. Landlord shall be responsible for payment of any commission due to the Brokers in connection with this Amendment pursuant to a separate agreement.

12. Ratification. Except as expressly modified by this Amendment, the Original Lease

(a) shall remain in full force and effect, and (b) is expressly ratified and confirmed by the parties hereto. Tenant represents and warrants to Landlord that, to its knowledge, as of the Effective Date, (i) there are no offsets or defenses to the payment of the rents, additional rents, or other sums payable by Tenant under the Lease, (ii) Landlord has completed any and all improvements or other work required to be completed by Landlord under the Lease, (iii) Landlord has paid any and all improvement allowances or other monetary concessions or payments required to be paid by Landlord under the Lease, (iv) there is no default or event which with the giving of notice and/or passage of time would be a default by Tenant under the Lease, and (v) to the best of Tenant's knowledge, there is no default or event which with the giving of notice and/or passage of time would be a default by Landlord under the Lease.

13. Governing Law; Interpretation and Partial Invalidity. This Amendment shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts. If

any term of this Amendment, or the application thereof to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Amendment, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Amendment shall be valid and enforceable to the fullest extent permitted by law.

14. Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, subject to the provisions of the Lease regarding assignment and subletting.

15. Counterparts and Authority. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document. Landlord and Tenant agree that this Amendment may be signed by electronic signatures (including, PDF, Doc-u-sign or similar methods). Landlord and Tenant each warrant to the other that the person or persons executing this Amendment on its behalf has or have authority to do so and that such execution has fully obligated and bound such party to all terms and provisions of this Amendment.

[Separate signature page to follow.]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment as of the Effective Date.

LANDLORD:

NRL 91 Hartwell LLC,
a Delaware limited liability company

By: /s/ Christopher Flagg
Name: Christopher Flagg
Title: Authorized Signatory

TENANT:

uniQure, Inc.,
a Delaware corporation

By: /s/ Christian Klemt
Name: Christian Klemt
Title: Chief Financial Officer

Exhibit A

THE PREMISES

[Omitted]

Exhibit 31.1

Certification of Chief Executive Officer

I, Matthew Kapusta, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of uniQure N.V.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation;

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting;

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

By: /s/ MATTHEW KAPUSTA

Matthew Kapusta
Chief Executive Officer
(Principal Executive Officer)
November 4, 2026

Exhibit 31.2

Certification of Chief Financial Officer

I, Christian Klemt, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of uniQure N.V.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation;

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting;

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

By: /s/ CHRISTIAN KLEMT

Christian Klemt
Chief Financial Officer
(Principal Financial Officer)
November 4, 2026

Exhibit 32.1

CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350
AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with this Quarterly Report of uniQure N.V. (the "Company") on Form 10-Q for the period ended September 30, 2026, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), the undersigned, Matthew Kapusta, Chief Executive Officer, and Christian Klemt, Chief Financial Officer of the Company, hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1 the Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2 the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

By: /s/ MATTHEW KAPUSTA

Matthew Kapusta
Chief Executive Officer
(Principal Executive Officer)

November 4, 2026

By: /s/ CHRISTIAN KLEMT

Christian Klemt
Chief Financial Officer
(Principal Financial Officer)

November 4, 2026

A signed original of this written statement required by Section 906 has been provided to uniQure N.V. and will be retained by uniQure N.V. and furnished to the SEC or its staff upon request.

Exhibit 10.2
Execution Version

[***] CERTAIN INFORMATION HAS BEEN EXCLUDED PURSUANT TO REGULATION S-K, ITEM 601(B)(10)(IV) FROM THIS DOCUMENT BECAUSE IT IS BOTH NOT MATERIAL AND IS THE TYPE THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL

AMENDMENT NO. 4 TO THIRD AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT

This **AMENDMENT NO. 4 TO THIRD AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT** (this "**Amendment**"), is dated as of July 27, 2026 and is entered into by and among (a) (i) **UNIQURE BIOPHARMA B.V.**, a private limited liability company incorporated and existing under the laws of the Netherlands, having its corporate seat at Amsterdam, the Netherlands and registered at the trade register of the Chamber of Commerce for Amsterdam under number 34275365 ("**uniQure Bio**"), (ii) **UNIQURE, INC.**, a Delaware corporation ("**US Borrower**" and together with uniQure Bio hereinafter collectively referred to as "**Borrower**"), (iii) **UNIQURE IP B.V.**, a private limited liability company incorporated and existing under the laws of the Netherlands, having its corporate seat at Amsterdam, the Netherlands and registered at the trade register of the Chamber of Commerce for Amsterdam under number 34275369 ("**uniQure IP**"), and (iv) **UNIQURE N.V.** (formerly uniQure B.V.), a public limited company incorporated and existing under the laws of the Netherlands, having its corporate seat at Amsterdam, the Netherlands and registered at the trade register of the Chamber of Commerce for Amsterdam under number 54385229 ("**uniQure Holdings**" and, together with Borrower and uniQure IP, the "**Obligors**"), (b) **HERCULES CAPITAL, INC.**, a Maryland corporation in its capacity as administrative agent and collateral agent for itself and the Lender (as defined herein) (in such capacity, "**Agent**"), and (c) the several banks and other financial institutions or entities from time to time parties to the Loan Agreement (collectively, referred to as "**Lender**"). Capitalized terms used herein without definition shall have the same meanings given them in the Amended Loan Agreement (as defined below).

RECITALS

A. **WHEREAS**, Obligors, Agent and Lender have entered into that certain Third Amended and Restated Loan and Security Agreement, dated as of December 15, 2021, as amended by Amendment No. 1 to Third Amended and Restated Loan and Security Agreement, dated as of May 12, 2023, Consent and Amendment No. 2 to Third Amended and Restated Loan and Security Agreement, dated as of June 28, 2024 and Amendment No. 3 to Third Amended and Restated Loan and Security Agreement, dated as of September 22, 2025 (as so amended and as may be further be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**"), pursuant to which Lender has agreed to extend and make available to Borrower certain advances of money;

B. **WHEREAS,** in accordance with Section 10.3 of the Loan Agreement, Obligors have requested that Agent and Lender agree to amend certain provisions of the Loan Agreement.

C. **WHEREAS**, Agent and Lender agree to amend the Loan Agreement upon the terms and conditions more fully set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing Recitals and intending to be legally bound, the parties hereto agree as follows:

1. **AMENDMENTS**. In each case subject to the satisfaction of the conditions specified in Section 4 hereof:

1.1. The Loan Agreement (including the Exhibits and Schedules thereto) is hereby amended to reflect the changes which are attached as Annex A hereto, such that on the Amendment No. 4 Effective Date the terms set forth in **Annex A** hereto which appear in bold and double underlined text (**inserted text**) shall be added to the Loan Agreement and the terms appearing as text which is stricken (~~**deleted text**~~) shall be deleted from the Loan Agreement, in each case including the Schedules and Exhibits thereto.

1.2. Each reference in the Loan Agreement to "this Agreement" and the words "hereof," "herein," "hereunder," or words of like import, shall mean and be a reference to the Loan Agreement as amended by this Amendment (the "**Amended Loan Agreement**").

2. **BORROWER'S REPRESENTATIONS AND WARRANTIES**. Borrower represents and warrants that:

2.1. Immediately upon giving effect to this Amendment (i) the representations and warranties contained in the Loan Documents are true, accurate and complete in all material respects except to the extent such representations and warranties relate to an earlier date, in which case they are true and correct in all material respects as of such date (in all cases without duplication of any standard(s) of materiality contained in the Loan Documents as to such representations and warranties) and (ii) no Event of Default has occurred and is continuing with respect to which Borrower has not been notified in writing by Agent or Lender;

2.2. Borrower has the corporate or other applicable company power and authority to execute and deliver this Amendment and to perform its obligations under the Amended Loan Agreement;

2.3. [Reserved.]

2.4. The execution and delivery by Borrower of this Amendment and the performance by Borrower of its obligations under the Amended Loan Agreement have been duly authorized by all necessary corporate or other applicable company action on the part of Borrower;

2.5. Subject to any matters which are set out as qualifications or reservations as to matters of law of general application in the legal opinions delivered to the Lender pursuant to the Loan Agreement, this Amendment has been duly executed and delivered by Borrower and is the binding obligation of Borrower, enforceable against it in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, liquidation, moratorium or other similar laws of general application and equitable principles relating to or affecting creditors' rights; and

2.6. As of the date hereof, it has no defenses against the obligations to pay any amounts under the Secured Obligations. Borrower acknowledges that each of Agent and Lender has acted in good faith and has conducted in a commercially reasonable manner its relationships with Borrower in connection with this Amendment and in connection with the Loan Documents.

Borrower understands and acknowledges that each of Agent and Lender is entering into this Amendment in reliance upon, and in partial consideration for, the above representations and warranties, and agrees that such reliance is reasonable and appropriate.

3. **LIMITATION**. The amendments set forth in this Amendment shall be limited precisely as written and shall not be deemed (a) to be a waiver or modification of any other term or condition of the Loan Agreement or of any other instrument or agreement referred to therein or to prejudice any right or remedy which Agent and/or Lender may now have or may have in the future under or in connection with the Amended Loan Agreement or any instrument or agreement referred to therein; or (b) to be a consent to any future amendment or modification or waiver to any instrument or agreement the execution and delivery of which is consented to hereby, or to any waiver of any of the provisions thereof. Except as expressly amended hereby, the Loan Agreement shall continue in full force and effect.

4. **EFFECTIVENESS**. This Amendment shall become effective upon the satisfaction of all the following conditions precedent in form and substance reasonably satisfactory to Agent (the date of satisfaction of all such conditions precedent, the "**Amendment No. 4 Effective Date**"):

4.1. **Amendment No. 4**. Obligors, Agent and Lender shall have duly executed and delivered this Amendment to Lender.

5. **PAYMENT OF FEES AND LENDER EXPENSES**. No later than one (1) Business Day following the Amendment No. 4 Effective Date, Borrower shall have paid all reasonable Lender expenses (including all reasonable and documented out-of-pocket attorneys' fees and reasonable and documented out-of-pocket expenses, in each case to the extent invoiced not later than one (1) Business Day prior to the Amendment No. 4 Effective Date) incurred through the date of this Amendment for the documentation and negotiation of this Amendment.

6. **RELEASE**. In consideration of the agreements of Agent and each Lender contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower, on behalf of itself and its successors, assigns, and other legal representatives, hereby to the extent possible under applicable law fully, absolutely, unconditionally and irrevocably releases, remises and forever discharges Agent and each Lender, and its successors and assigns, and its present and former shareholders, affiliates, subsidiaries, divisions, predecessors, directors, officers, attorneys, employees, agents and other representatives (Agent, Lenders and all such other persons being hereinafter referred to collectively as the "**Releasees**" and individually as a "**Releasee**"), of and from all demands, actions, causes of action, suits, covenants, contracts, controversies, agreements, promises, sums of money, accounts, bills, reckonings, damages and any and all other claims, counterclaims, defenses, rights of set-off, demands and liabilities whatsoever of every name and nature, known or unknown, suspected or unsuspected, both at law and in equity, which Borrower, or any of its successors, assigns, or other legal representatives may now or hereafter own, hold, have or claim to have against the Releasees or any of them for, upon, or by reason of any circumstance, action, cause or thing whatsoever which arises at any time on or prior to the day and date of this Amendment, for or

on account of, or in relation to, or in any way in connection with the Loan Agreement, or any of the other Loan Documents or transactions thereunder or related thereto. Borrower understands, acknowledges and agrees that the release set forth above may be pleaded as a full and complete defense and may be used as a basis for an injunction against any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of the provisions of such release. Borrower agrees that no fact, event, circumstance, evidence or transaction which could now be asserted or which may hereafter be discovered shall affect in any manner the final, absolute and unconditional nature of the release set forth above.

7. **COUNTERPARTS**. This Amendment may be signed in any number of counterparts, and by different parties hereto in separate counterparts, with the same effect as if the signatures to each such counterpart were upon a single instrument. All counterparts shall be deemed an original of this Amendment. This Amendment may be executed by facsimile, portable document format (.pdf) or similar technology signature, and such signature shall constitute an original for all purposes.

8. **INCORPORATION BY REFERENCE. This Amendment shall be governed by, and construed and enforced in accordance with, the laws of the Netherlands.** The provisions of Section 10 (Miscellaneous) of the Loan Agreement (other than Section 10.8) shall be deemed incorporated herein by reference, *mutatis mutandis*.

9. **EXPENSES.** The Obligors, Agent and Lenders hereby agree that notwithstanding anything in Section 10.10 of the Loan Agreement to the contrary, each of the Obligors (on the one hand) and the Lenders and the Agent (on the other) shall pay their own expenses (including without limitation attorneys' fees and expenses) in connection with the preparation, negotiation, execution and delivery of this Amendment.

10. **LOAN DOCUMENTS**. This Amendment shall constitute a Loan Document.

[*Remainder of this page intentionally left blank*]

IN WITNESS WHEREOF, the parties have duly authorized and caused this Amendment to be executed as of the date first written above.

BORROWERS:

UNIQURE BIOPHARMA B.V.

Signature: /s/ Christian Klemt
Name: Christian Klemt
Title: Managing Director

UNIQURE, INC.

Signature: /s/ Matthew Kapusta
Name: Matthew Kapusta
Title: President

OBLIGORS:

UNIQURE N.V. (formerly uniQure B.V.)

Signature: /s/ Matthew Kapusta
Name: Matthew Kapusta
Title: Chief Executive Office

UNIQURE IP B.V.
by: uniQure N.V., the Managing Director

Signature: /s/ Matthew Kapusta
Name: Matthew Kapusta
Title: Chief Executive Officer

Accepted in San Mateo, California:

AGENT:

HERCULES CAPITAL, INC.

By: [***]
Name: [***]
Title: [***]

LENDER:

HERCULES CAPITAL, INC.

Signature: [***]
Name: [***]
Title: [***]

HERCULES PRIVATE CREDIT FUND 1 L.P.

By: Hercules Adviser LLC, its Investment Adviser

Signature: [***]
Name: [***]
Title: [***]

HERCULES PRIVATE GLOBAL VENTURE GROWTH FUND I L.P.

By: Hercules Adviser LLC, its Investment Adviser

Signature: [***]
Name: [***]
Title: [***]

HERCULES VENTURE GROWTH CREDIT OPPORTUNITIES FUND 1 L.P.

By: Hercules Adviser LLC, its Investment Adviser

Signature: [***]
Name: [***]
Title: [***]

HERCULES GROWTH LENDING FUND IV LP

By: Hercules Growth Lending Fund IV GP LLC, its General Partner

Signature: [***]
Name: [***]
Title: [***]

Annex A

UNIQURE

THIRD AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT

THIS THIRD AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT is made and dated as of December 15, 2021 and is entered into by and among (i) UNIQURE BIOPHARMA B.V., a private limited liability company incorporated and existing under the laws of the Netherlands, having its corporate seat at Amsterdam, the Netherlands and registered at the trade register of the Chamber of Commerce for Amsterdam under number 34275365 ("**uniQure Bio**"), (ii) UNIQURE, Inc., a Delaware corporation ("**US Borrower**" and together with uniQure Bio hereinafter collectively referred to as "**Borrower**"), (iii) UNIQURE IP B.V., a private limited liability company incorporated and existing under the laws of the Netherlands, having its corporate seat at Amsterdam, the Netherlands and registered at the trade register of the Chamber of Commerce for Amsterdam under number 34275369 ("**uniQure IP**"), (iv) each of the subsidiaries of uniQure identified on the Schedule 1 hereto and the signature pages hereof ("**uniQure Subsidiaries**"), (v) UNIQURE N.V. (formerly uniQure B.V.), a public limited company incorporated and existing under the laws of the Netherlands, having its corporate seat at Amsterdam, the Netherlands and registered at the trade register of the Chamber of Commerce for Amsterdam under number 54385229 ("**uniQure Holdings**" and together with uniQure IP, the uniQure Subsidiaries, and Borrower, the "**Obligors**"), (vi) the several banks and other financial institutions or entities from time to time parties to this Agreement (collectively referred to as "**Lender**"), and (vii) HERCULES CAPITAL, INC., a Maryland corporation, in its capacity as administrative agent and collateral agent for itself and the Lender (and in such capacity, the "**Agent**") (as so amended and as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Agreement**").

RECITALS

A. **WHEREAS**, Borrower, each Obligor, each of the several banks and other financial institutions or entities from time to time parties thereto, and Agent are party to that certain Second Amended and Restated Loan and Security Agreement, dated as of May 6, 2016 (as amended by (i) Amendment No. 1 to Second Amended and Restated Loan and Security Agreement, dated as of December 6, 2018 (the "**Amendment No. 1**"), by and among the Obligors, Agent and the several banks and other financial institutions or entities from time to time parties thereto, (ii) Amendment No. 2 to Second Amended and Restated Loan and Security Agreement, dated as of January 29, 2021 (the "**Amendment No. 2**"), by and among the Obligors, Agent and several banks and other financial institutions or entities from time to time parties thereto and (iii) Amendment No. 3 to Second Amended and Restated Loan and Security Agreement, dated as of July 30, 2021, by and among the Obligors, Agent and several banks and other financial institutions or entities from time to time parties thereto, and as the same may have been amended, modified, supplemented or restated, the "**Existing Loan and Security Agreement**").

B. **WHEREAS**, following the Restatement Date (as defined below), the parties amended the Agreement pursuant to (i) that certain Amendment No. 1 to Third Amended and Restated Loan and Security Agreement, dated as of May 12, 2023 and (ii) that certain Consent and Amendment No. 2 to Third Amended and Restated Loan and Security Agreement, dated as of June 28, 2024.

C. **WHEREAS**, the parties desire to further amend the Agreement on the 2025 Closing Date to (w) provide for the 2025 Term Loan Commitment, (x) refinance the 2024 Term Loan Advances, and concurrently with such refinancing, reduce the 2024 Term Loan Commitment to zero ($0), (y) provide for Borrower's payment of related fees and expenses in connection with this Agreement and (z) for Borrower to utilize the Term Loan Advances for working capital and general corporate purposes permitted pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth in this Agreement and the other Loan Documents and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1. DEFINITIONS AND RULES OF CONSTRUCTION

1.1 Unless otherwise defined herein, the following capitalized terms shall have the following meanings:

"**2024 Term Loan Commitment**" means the obligation of each lender party to this Agreement to make a 2024 Term Loan Advance to Borrower prior to the 2025 Closing Date.

"**2024 Term Loan Advance**" means the term loan advances made in respect of the 2024 Term Loan Commitment pursuant to this Agreement, which immediately prior to the 2025 Closing Date are in an aggregate outstanding principal amount of Fifty Million Dollars ($50,000,000).

"**2025 Closing Date**" means September 22, 2025.

"**2025 Term Loan Commitment**" means as to any Lender, the obligation of such Lender, if any, to make a Term Loan Advance to the Borrower in a principal amount not to exceed the amount set forth under the heading "Term Loan Advances" under the heading "Commitment" opposite such Lender's name on Schedule 1.1.

"**2025 Tranche 1 Facility Charge**" means zero-point four percent (0.40%) of the Tranche 1 Advance, which is payable to the Lenders on the 2025 Closing Date pursuant to Section 4.3(c).

"**2025 Tranche 2 Facility Charge**" means three quarters of one percent (0.75%) of each Tranche 2 Advance, which is payable to the Lenders on each applicable Advance Date pursuant to Section 4.3(d).

"**2025 Tranche 3 Facility Charge**" means three quarters of one percent (0.75%) of the Tranche 3 Advance, which is payable to the Lenders on the applicable Advance Date pursuant to Section 4.3(e).

"**Account Control Agreement(s)**" means any agreement entered into by and among Agent, Borrower and a third party bank or other institution (including a Securities Intermediary) in which Borrower maintains a Deposit Account or an account holding Investment Property and which grants Agent a perfected first priority security interest in the subject account or accounts.

"**Accounting Standards**" means accounting principles used by uniQure Holdings in the preparation of its consolidated financial statements for U.S. Securities Exchange Commission filings, e.g., GAAP.

"**ACH Authorization**" means the ACH Debit Authorization Agreement in substantially the form of Exhibit H.

"**Advance Date**" means the funding date of a Term Loan Advance.

"**Advance Request**" means a request for a Term Loan Advance submitted by a Borrower to Lender in substantially the form of Exhibit A.

"**Affiliate**" means (a) any Person that directly or indirectly controls, is controlled by, or is under common control with the Person in question, (b) any Person directly or indirectly owning, controlling or holding with power to vote twenty percent (20%) or more of the outstanding voting securities of another Person, (c) any Person twenty percent (20%) or more of whose outstanding voting securities are directly or indirectly owned, controlled or held by another Person with power to vote such securities, or (d) any Person related by blood or marriage to any Person described in subsection (a), (b) or (c) of this paragraph. As used in the definition of "Affiliate," the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

"**Agreement**" has the meaning given to it in the preamble to this Agreement.

"**Amendment No. 3**" means Amendment No. 3 to Third Amended and Restated Loan and Security Agreement, dated as of September 22, 2025, by and among the Obligors, Agent and the several banks and other financial institutions or entities from time to time parties thereto.

"**Amortization Date**" means October 1, 2028; provided however, that (a) if the Tranche 2 Milestone has occurred prior to October 1, 2028, then Amortization Date shall mean October 1, 2029, and (b) if (i) the Tranche 2 Milestone has occurred **prior to October 1, 2028** and (ii) either Commercial Milestone 1 or Commercial Milestone 2 has occurred, then Amortization Date shall mean October 1, 2030.

"**Approval Milestone**" means the satisfaction of each of the following events: (a) no Default or Event of Default shall have occurred and be continuing, and (b) receipt by the Agent of evidence satisfactory to Agent (in consultation with Borrower) that the FDA has approved (including accelerated approval) Borrower's Biologics License Application for AMT-130 for the treatment of Huntington's disease with a label claim that is generally consistent with that sought in such Biologics License Application filing and which supports the target product profile, and for which the confirmatory trials to the extent and in the manner required to support a full approval submission (if applicable) remain ongoing or are being planned in consultation with the FDA, provided that Borrower may begin commercializing AMT-130 while such trials are being planned and initiated.

"**Anti-Corruption Laws**" shall mean all laws, rules, and regulations of any jurisdiction applicable to Borrower or any of its Affiliates from time to time concerning or relating to bribery

or corruption, including without limitation the United States Foreign Corrupt Practices Act of 1977, as amended, the UK Bribery Act 2010 and other similar legislation in any other jurisdictions.

"**Anti-Terrorism Laws**" means any laws, rules, regulations or orders relating to terrorism or money laundering, including without limitation Executive Order No. 13224 (effective September 24, 2001), the USA PATRIOT Act, the laws comprising or implementing the Bank Secrecy Act, and the laws administered by OFAC.

"**Assignee**" has the meaning given to it in Section 10.12.

"**Biologics License Application**" means a new biologic product drug application in the United States or a new marketing access authorization in the European Union for authorization to market a product, as defined in the applicable laws and regulations and submitted to the relevant authority.

"**Blocked Person**" means any Person: (a) listed in the annex to, or is otherwise subject to the provisions of, Executive Order No. 13224, (b) a Person owned or controlled by, or acting for or on behalf of, any Person that is listed in the annex to, or is otherwise subject to the provisions of, Executive Order No. 13224, (c) a Person with which any Lender is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law, (d) a Person that commits, threatens or conspires to commit or supports "terrorism" as defined in Executive Order No. 13224, or (e) a Person that is named a "specially designated national" or "blocked person" on the most current list published by OFAC or other similar list.

"**Board**" means the supervisory board or the single board of directors of uniQure Holdings in place from time to time.

"**Borrower Products**" means all products, software, service offerings, technical data or technology currently being designed, manufactured or sold by Borrower or which Borrower intends to sell, license, or distribute in the future including any products or service offerings under development, collectively, together with all products, software, service offerings, technical data or technology that have been sold, licensed or distributed by Borrower since its incorporation.

"**Business Day**" is any day other than a Saturday or Sunday, a day on which Lender is closed or a day on which banks are closed for general business in the Netherlands.

"**Cash**" means all cash, cash equivalents and liquid funds, in each case excluding any Digital Assets.

"**Change in Control**" means any (i) reorganization, recapitalization, consolidation or merger (or similar transaction or series of related transactions) of uniQure Holdings or Borrower sale or exchange of outstanding shares (or similar transaction or series of related transactions) of uniQure Holdings' or Borrower's outstanding shares immediately before consummation of such transaction or series of related transactions do not, immediately after consummation of such transaction or series of related transactions, retain shares representing more than fifty percent (50%) of the voting power of the surviving entity of such transaction or series of related transactions (or the parent of such surviving entity if such surviving entity is wholly owned by such parent), in each case without regard to whether uniQure Holdings or Borrower is the surviving

entity, or (ii) sale or issuance by uniQure Holdings or Borrower of new shares of Preferred Securities of uniQure Holdings or Borrower to investors, none of whom are current investors in uniQure Holdings or Borrower, and such new Preferred Securities are senior to all existing Preferred Securities and ordinary shares or common stock of uniQure Holdings or Borrower, as applicable, with respect to liquidation preferences, and the aggregate liquidation preference of such new Preferred Securities is more than fifty percent (50%) of the aggregate liquidation preference of all shares of Preferred Securities of uniQure Holdings or Borrower, as applicable.

"**Collateral**" means the property described in Section 3.

"**Collateral Documents**" means the security documents described in Section 3.

"**Commercial Milestone 1**" means the satisfaction of each of the following events: (a) no Default or Event of Default shall have occurred and be continuing and (b) on or before ~~**September 30**~~**December 31**, 2028, and as evidenced by the Financial Statements delivered pursuant to Section 7.1(a), Borrower has achieved at least Fifty Million Dollars ($50,000,000) in Net Product Revenue during the consecutive period of six (6) calendar months ended on the last day of such tested month covered by such Financial Statements.

"**Commercial Milestone 2**" means the satisfaction of each of the following events: (a) no Default or Event of Default shall have occurred and be continuing and (b) on or before ~~**December 31, 2028**~~**March 31, 2029**, Borrower has achieved at least One Hundred Fifty Million Dollars ($150,000,000) in cumulative Net Product Revenue as evidenced through Financial Statements delivered pursuant to Section 7.1(a).

"**Commercial Revenue Forecast**" means Board-approved financial projections of the Borrower delivered to Lender in writing prior to the 2025 Closing Date, which may be updated from time to time thereafter, in all cases, in form and substance reasonably acceptable to Agent.

"**Confidential Information**" has the meaning given to it in Section 10.11.

"**Consent and Amendment No. 2 Effective Date**" means June 28, 2024.

"**Contingent Obligation**" means, as applied to any Person, any direct or indirect liability, contingent or otherwise, of that Person with respect to (i) any indebtedness, lease, dividend, letter of credit or other obligation of another, including any such obligation directly or indirectly guaranteed, endorsed, co-made or discounted or sold with recourse by that Person, or in respect of which that Person is otherwise directly or indirectly liable; (ii) any obligations with respect to undrawn letters of credit, corporate credit cards or merchant services issued for the account of that Person; and (iii) all obligations arising under any interest rate, currency or commodity swap agreement, interest rate cap agreement, interest rate collar agreement, or other agreement or arrangement designated to protect a Person against fluctuation in interest rates, currency exchange rates or commodity prices; provided, however, that the term "Contingent Obligation" shall not include endorsements for collection or deposit in the ordinary course of business. The amount of any Contingent Obligation shall be deemed to be an amount equal to the stated or determined amount of the primary obligation in respect of which such Contingent Obligation is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as

determined by such Person in good faith; provided, however, that such amount shall not in any event exceed the maximum amount of the obligations under the guarantee or other support arrangement.

"**continuing**" means, with respect to an Event of Default, an Event of Default that has not been remedied or waived.

"**Copyright License**" means any written agreement granting any right to use any Copyright or Copyright registration, now owned or hereafter acquired by Borrower or in which Borrower now holds or hereafter acquires any interest.

"**Copyrights**" means all copyrights, whether registered or unregistered, held by the Borrower pursuant to the laws of the Netherlands, or of any other country.

"**Corlieve AG**" means Corlieve Therapeutics AG, a company limited by shares (*aktiengesellschaft)* organized under the laws of Switzerland, it being understood, consented to, and agreed that as of the 2025 Closing Date, such entity is expected to undergo a legal entity conversion and name change to become uniQure Switzerland GmbH, a limited liability company (*gesellschaft mit berschrankter haftung*) organized under the laws of Switzerland.

"**Corlieve Closing Date**" means the "Closing Date" as defined in the Corlieve Sale and Purchase Agreement.

"**Corlieve Operating Accounts**" means one or more Deposit Accounts in France or Switzerland maintained in the name of uniQure France or Corlieve AG, provided that (a) the aggregate amount on deposit in such Deposit Accounts shall at no time be permitted to exceed €2,500,000 (or the equivalent amount thereof in US Dollars), and (b) amounts on deposit in such Deposit Accounts shall only be used for research and development of the acquired Product (as defined in the Corlieve Sale and Purchase Agreement) and related activities or to make such payments in the ordinary course of business as are required to comply with applicable laws and regulations, including (for the avoidance of doubt) payment of taxes.

"**Corlieve Sale and Purchase Agreement**" means that certain Sale and Purchase Agreement, dated as of June 21, 2021, by and among uniQure Holdings, each of the shareholders of uniQure France party thereto and the holder representative thereunder, as in effect as of July 30, 2021.

"**CSL Licenses**" is defined in the definition of "Permitted Liens".

"**Deposit Accounts**" means any "deposit accounts," including any checking account, savings account, or certificate of deposit and any deposit account as defined in the UCC.

"**Digital Assets**" means all cryptocurrencies, virtual currencies, coins, tokens and other digital assets.

"**Equity Interests**" means, with respect to any Person, the capital stock, partnership or limited liability company interest, or other equity securities or equity ownership interests of such Person.

"**Event of Default**" has the meaning given to it in Section 8.

"Excluded Accounts" means any of the following Deposit Accounts which are designated as such as of the Closing Date on Exhibit E hereto or, with respect to any Deposit Account opened after the Closing Date, in the next Compliance Certificate delivered after such Deposit Account is opened: (a) Deposit Accounts exclusively used for payroll, payroll taxes, and other employee wage and benefit payments to or for the benefit of Borrower's employees holding an aggregate amount across all such accounts of not more than amounts needed for the then-next two (2) payroll cycles, (b) any Deposit Account which is a zero-balance disbursement account, including (i) the Deposit Account established at Bank of America in the name of uniQure Bio as further described in Exhibit E as of the date hereof as "Royalty Payment DACA Account " and solely to the extent maintained to facilitate the payment of royalty receivables pursuant to the HCRx Transaction (as defined in Amendment No. 1) and (ii) each of the bond investment transfer accounts established at Rabobank in the name of uniQure Bio, as further described in Exhibit E as of the date hereof as a "Bond investment transfer account" and solely to the extent the funds deposited therein are used solely for the purpose of imminently purchasing bonds or similar investments permitted hereunder, (c) any Deposit Account which is solely used as a trust account, escrow account, or other fiduciary account, ~~and~~ (d) the Deposit Account in the name of US Borrower established at Bank of America as further described in Exhibit E as of the date hereof as "Lease Security Deposit Collateral" and solely to the extent maintained in connection with clause (iv) of "Permitted Liens", **and (e) Deposit Accounts of uniQure UK so long as the amount maintained in such accounts (for all such accounts together) does not exceed £2,500,000 in the aggregate for a period of more than 15 consecutive Business Days**.

"**Executive Order No. 13224**" means Executive Order 13224 signed by the President of the United States of America on September 23, 2001.

"**Existing Loan and Security Agreement**" has the meaning set forth in the recitals.

"**Facility Charge**" means $500,000, payable on the Restatement Date upon the advance of the Term Loan on such date.

"**FDA**" means the U.S. Food and Drug Administration or any successor thereto.

"**Financial Statements**" has the meaning given to it in Section 7.1.

"**Financing Milestone**" means the satisfaction of each of the following events: (a) no Default or Event of Default shall have occurred and be continuing and (b) after August 28, 2025 and prior to March 15, 2027, Borrower shall have delivered evidence satisfactory to Agent (in consultation with Borrower) that Borrower has received unrestricted (including not subject to any clawback, redemption, escrow or other similar encumbrance or restriction) net new cash proceeds of at least One Hundred Fifty Million Dollars ($150,000,000) from the issuance of equity, Permitted Convertible Debt, or upfront cash proceeds from new business development deals.

"**GAAP**" means generally accepted accounting principles in the United States of America.

"**Genezen Seller Note**" means that certain Convertible Promissory Note in the principal amount of $12,500,000 issued by Genezen Holdings Inc. on or about the Consent and Amendment No. 2 Effective Date to the US Borrower.

"**Indebtedness**" means indebtedness of any kind, including (a) all indebtedness for borrowed money or the deferred purchase price of property or services (excluding trade credit entered into in the ordinary course of business due within sixty (60) days), including reimbursement and other obligations with respect to surety bonds and letters of credit, (b) all obligations evidenced by notes, bonds, debentures or similar instruments, (c) all capital lease obligations (as such term is understood under GAAP), and (d) all Contingent Obligations.

"**Initial Back End Fee**" shall have the meaning assigned to such term in Section 2.6(a).

"**Insolvency Proceeding**" is any proceeding by or against any Person under the Dutch Bankruptcy Act, or any other bankruptcy or insolvency law, including assignments for the benefit of creditors, compositions, extensions generally with its creditors, or proceedings seeking reorganization, arrangement, or other relief.

"**Intellectual Property**" means any and all intellectual property rights in any country or jurisdiction, including but not limited to all of Borrower's Copyrights; Trademarks; Patents; Licenses; trade secrets and inventions; mask works, utility models, layout-designs (topographies) of integrated circuits, know-how, industrial designs, neighboring rights, database rights or other rights in compilations of data, trade names, internet domain names, plant variety rights and any and all rights of a similar nature, either (i) now known, contemplated or unforeseen, (ii) having a statutory basis or existing under equity, common law or otherwise, or (iii) registered, deposited, filed or not, and including any and all rights in connection with applications for or rights to apply for or acquire any and all of such rights.

"**Intra-Group Loans**" means the liabilities owed by any Obligor to any other Obligor.

"**Investment**" means any beneficial ownership (including stock, partnership or limited liability company interests) of or in any Person, or any loan, advance or capital contribution to any Person or the acquisition of all, or substantially all, of the assets of another Person,

"**Joinder Agreements**" means for each Subsidiary, a completed and executed Joinder Agreement in substantially the form attached hereto as Exhibit G.

"**Lender**" has the meaning given to it in the preamble to this Agreement.

"**License**" means any Copyright License, Patent License, Trademark License or other license of rights or interests.

"**Lien**" means any mortgage, deed of trust, pledge, hypothecation, assignment for security, security interest, encumbrance, levy, lien or charge of any kind, whether voluntarily incurred or arising by operation of law or otherwise, against any property, any conditional sale or other title retention agreement, and any lease in the nature of a security interest.

"**Loan Documents**" means this Agreement, the Notes (if any), the ACH Authorization, the Account Control Agreements, any reaffirmations, the Joinder Agreements, all UCC Financing Statements, any intellectual property security agreement, and any other documents executed in connection with the Secured Obligations or the transactions contemplated hereby, as the same may from time to time be amended, modified, supplemented or restated.

"**Market Capitalization**" means, for any given date of determination, an amount equal to (a) the volume-weighted average price of uniQure Holdings' Ordinary Shares on the Principal Stock Exchange as reported for the five (5) Trading Days preceding such date of determination multiplied by (b) the total number of issued and outstanding Ordinary Shares of uniQure Holdings' that are issued and outstanding on the date of the determination and listed on the Principal Stock Exchange, subject to appropriate adjustment for any stock dividend, stock split, stock combination, reclassification or other similar transaction during the applicable calculation period.

"**Market Disruption Event**" means any of the following events: (a) any suspension of, or limitation imposed on, trading by the Principal Stock Exchange in shares of common Equity Interests during any period or periods aggregating one hour or longer and whether by reason of movements in price exceeding limits permitted by the Principal Stock Exchange or otherwise relating to the common Equity Interests; or (b) the failure to open of the exchange or quotation system on which the common Equity Interests are traded or the closure of such exchange or quotation system prior to its respective scheduled closing time for the regular trading session on such day (without regard to after hours or other trading outside the regular trading session hours).

"**Material Adverse Effect**" means a material adverse effect upon: (i) the business, operations, properties, assets or condition (financial or otherwise) of the Obligors, taken as a whole, other than in and of itself (x) the expenditure of cash in the ordinary course, or (y) adverse results of a preclinical or clinical trial or program or the denial, delay or limitation of approval of, or taking of any other regulatory action by, the United States Food and Drug Administration or any other governmental entity with respect to any biologic product or drug; or (ii) the ability of an Obligor to perform the Secured Obligations when due in accordance with the terms of the Loan Documents, or the ability of Lender to enforce any of its rights or remedies with respect to the Secured Obligations; or (iii) the Collateral or Lender's Liens on the Collateral or the priority of such Liens.

"**Maximum Rate**" shall have the meaning assigned to such term in Section 2.2.

"**Net Product Revenue**" means the net product revenue of Borrower and its Subsidiaries from the sale of AMT-130 (which, for the avoidance of doubt, shall not include royalty or profit sharing revenue or any upfront or milestone-based payments under business development or licensing transactions), as determined in accordance with the Accounting Standards.

"**Note(s)**" means a promissory note or promissory notes to evidence a Term Loan Advance made by Lender.

"**OFAC**" is the U.S. Department of Treasury Office of Foreign Assets Control.

"**OFAC Lists**" are, collectively, the Specially Designated Nationals and Blocked Persons List maintained by OFAC pursuant to Executive Order No. 13224, 66 Fed. Reg. 49079 (Sept. 25, 2001) and/or any other list of terrorists or other restricted Persons maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable Executive Orders.

"**Ordinary Shares**" means the Ordinary Shares, €1 nominal value per share, of uniQure Bio.

"**Patent License**" means any written agreement granting any right with respect to any invention on which a Patent is in existence or a Patent application is pending, in which agreement Borrower now holds or hereafter acquires any interest.

"**Patents**" means any patent in the Netherlands or in any other country, all registrations and recordings thereof, and all applications for patents of, or rights corresponding thereto, in the Netherlands or any other country.

"**Permitted Convertible Debt**" means Indebtedness of Borrower consisting of one or more series of notes and notes issued in exchange therefor, that are in each case convertible into Ordinary Shares (or other securities or property following a merger event or other change of the Ordinary Shares), or cash or any combination of cash and Ordinary Shares; provided, however, that such Indebtedness shall (a) be either unsecured or Subordinated Indebtedness, (b) not require any mandatory redemption, prepayment, repurchase, "put", "call", or conversion for cash prior to stated maturity other than any customary provision requiring an offer to purchase such notes as a result of a "change of control", fundamental change, delisting or termination of trading or similar provision, (c) mature after, and not require any scheduled amortization or other scheduled payments of principal prior to, the date that is 181 days after the latest Term Loan Maturity Date (after giving effect to all possible extensions thereof), and (d) not be guaranteed by any Subsidiary of Borrower.

"**Permitted Indebtedness**" means: (i) Indebtedness of Borrower or the other Obligors in favor of Lender arising under this Agreement or any other Loan Document; (ii) Indebtedness existing on the 2025 Closing Date which is disclosed in Schedule 1A; (iii) Indebtedness of up to $250,000 outstanding at any time secured by a Lien described in clause (vii) of the defined term "Permitted Liens," provided such Indebtedness does not exceed the lesser of the cost or fair market value of the equipment financed with such Indebtedness; (iv) Indebtedness to trade creditors incurred in the ordinary course of business, including Indebtedness incurred in the ordinary course of business with corporate credit cards; (v) Indebtedness that also constitutes a Permitted Investment; (vi) Subordinated Indebtedness; (vii) reimbursement obligations in connection with letters of credit that are secured by cash or cash equivalents and issued on behalf of the Borrower or a Subsidiary thereof in an amount not to exceed $200,000 at any time outstanding, (viii) [reserved]; (ix) [intentionally omitted]; (x) any operating leases (or guaranties thereof); (xi) any Intra-Group Loans; (xii) any liability arising pursuant to any guarantee in the form of a declaration of joint and several liability (*hoofdelijke aansprakelijkheid*) as referred to in article 2:403 Dutch civil code in respect of a member of the group and any residual liability with respect to such declaration arising pursuant to article 2:404 Dutch civil code; (xiii) any joint and several liability arising as a result of (the establishment) of a fiscal unity (*fiscale eenheid*) between members of the group incorporated in the Netherlands; (xiv) Permitted Convertible Debt not to

exceed Five Hundred Million Dollars ($500,000,000) in aggregate principal amount at any time outstanding; (xv) amounts payable pursuant to the Corlieve Sale and Purchase Agreement following the Corlieve Closing Date; (xvi) other Indebtedness in an aggregate amount not to exceed $100,000 at any time outstanding and (xvii) extensions, refinancings and renewals of any items of Permitted Indebtedness, provided that the principal amount is not increased or the terms modified to impose materially more burdensome terms upon Borrower or its Subsidiary, as the case may be.

"**Permitted Investment**" means: (i) Investments existing on the 2025 Closing Date which are disclosed in Schedule 1B; (ii) (a) marketable direct obligations issued or unconditionally guaranteed by any agency or any country thereof maturing within two-years from the date of acquisition thereof, (b) commercial paper maturing no more than two-years from the date of creation thereof and currently having a rating of at least A-2 or P-2 from either Standard & Poor's Corporation or Moody's Investors Service, (c) certificates of deposit issued by any bank with assets of at least $500,000,000 maturing no more than two-years from the date of investment therein, and (d) money market accounts; (iii) repurchases of stock from former employees, directors, or consultants of Borrower under the terms of applicable repurchase agreements at the original issuance price of such securities in an aggregate amount not to exceed $500,000 in any fiscal year, provided that no Event of Default has occurred, is continuing or would exist after giving effect to the repurchases; (iv) Investments accepted in connection with Permitted Transfers; (v) Investments (including debt obligations) received in connection with the bankruptcy or reorganization of customers or suppliers and in settlement of delinquent obligations of; and other disputes with, customers or suppliers arising in the ordinary course of Borrower's business; (vi) Investments consisting of notes receivable of, or prepaid royalties and other credit extensions, to customers and suppliers who are not affiliates, in the ordinary course of business, provided that this subparagraph (vi) shall not apply to Investments of Borrower in any Subsidiary; (vii) Investments consisting of loans not involving the net transfer on a substantially contemporaneous basis of cash proceeds to employees, officers or directors relating to the purchase of capital stock of Borrower pursuant to employee stock purchase plans or other similar agreements approved by the Board; (viii) Investments consisting of employee travel advances, employee relocation loans and other employee loans and advances in the ordinary course of business; (ix) Investments in newly-formed Subsidiaries organized in the Netherlands or any other country, provided that such Subsidiaries enter into a Joinder Agreement promptly after their formation by Borrower and execute such other documents as shall be reasonably requested by Lender; (x) joint ventures or strategic alliances in the ordinary course of Borrower's business consisting of the nonexclusive licensing of technology, the development of technology or the providing of technical support; (xi) any Intra-Group Loans; (xii) other Investments that do not exceed $1,000,000 in the aggregate; and (xiii) Investments permitted by Sections 7.20(b) or 7.20(c).

"**Permitted Liens**" means any and all of the following: (i) Liens in favor of Lender; (ii) Liens existing on the 2025 Closing Date which are disclosed in Schedule 1C; (iii) Liens for taxes, fees, assessments or other governmental charges or levies, either not delinquent or being contested in good faith by appropriate proceedings; provided, that Borrower maintains adequate reserves therefor in accordance with Accounting Standards; (iv) Liens securing claims or demands of materialmen, artisans, mechanics, carriers, warehousemen, landlords and other like Persons arising in the ordinary course of Borrower's business and imposed without action of such parties;

provided, that the payment thereof is not yet required; (v) Liens arising from judgments, decrees or attachments in circumstances which do not constitute an Event of Default hereunder; (vi) the following deposits, to the extent made in the ordinary course of business: deposits under worker's compensation, unemployment insurance, social security and other similar laws, or to secure the performance of bids, tenders or contracts (other than for the repayment of borrowed money) or to secure indemnity, performance or other similar bonds for the performance of bids, tenders or contracts (other than for the repayment of borrowed money) or to secure statutory obligations (other than liens arising under environmental liens) or surety or appeal bonds, or to secure indemnity, performance or other similar bonds; (vii) Liens on equipment or software or other intellectual property constituting purchase money liens and liens in connection with capital leases securing Indebtedness permitted in clause (iii) of "Permitted Indebtedness"; (viii) Liens incurred in connection with Subordinated Indebtedness; (ix) leasehold interests in leases or subleases and licenses granted in the ordinary course of business and not interfering in any material respect with the business of the licensor; (x) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of custom duties that are promptly paid on or before the date they become due; (xi) Liens on insurance proceeds securing the payment of financed insurance premiums that are promptly paid on or before the date they become due (provided that such Liens extend only to such insurance proceeds and not to any other property or assets); (xii) statutory and common law rights of set-off and other similar rights as to deposits of cash and securities in favor of banks, other depository institutions and brokerage firms and any Lien, netting or set-off arrangement granted or entered into by any Obligor under or in connection with the ordinary banking arrangements of such Obligor as a result of the applicable general terms and conditions of the relevant account bank where the Obligor maintains a bank account (including, in respect of an account bank in the Netherlands, the general banking terms and conditions (*algemene bankvoorwaarden*)); (xiii) easements, zoning restrictions, rights-of-way and similar encumbrances on real property imposed by law or arising in the ordinary course of business so long as they do not materially impair the value or marketability of the related property; (xiv) Liens on cash or cash equivalents securing obligations permitted under clause (vii) of the definition of Permitted Indebtedness; (xv) [intentionally omitted]; (xvi) licenses granted by Borrower or its affiliates pursuant to the terms of that certain Commercialization and License Agreement, dated June 24, 2020, by and between uniQure Bio and CSL Berhing LLC, as amended and in effect from time to time (the "**CSL Licenses**"); (xvii) Liens granted under a Permitted Royalty Transaction solely on interests in the milestone and royalty payments owing pursuant to the CSL Licenses; it being understood that no Liens shall be granted with respect to any Intellectual Property of Borrower or its Subsidiaries; and (xviii) Liens incurred in connection with the extension, renewal or refinancing of the indebtedness secured by Liens of the type described in clauses (i) through (xi) and (xv) above; provided, that any extension, renewal or replacement Lien shall be limited to the property encumbered by the existing Lien and the principal amount of the indebtedness being extended, renewed or refinanced (as may have been reduced by any payment thereon) does not increase.

"**Permitted Royalty Transaction**" means any transaction to raise funding by way of transferring to a third party the right to receive royalty payments under the CSL Licenses that is an arm's length transaction on terms customary for a transaction of the type (including, without limitation, that any security granted by an Obligor in connection with such Permitted Royalty Transaction is limited solely to the respective Intellectual Property and proceeds thereof being financed by such facility), in each case, satisfactory to Agent, and that meets each of the following conditions: (i) such royalty transaction is limited solely to milestone and royalty payments owed

under the CSL Licenses in respect of AMT-061, (ii) the FDA has approved AMT-061 for commercialization, (iii) the counterparty is not an Affiliate of Borrower or any of its Subsidiaries, (iv) such transaction does not interfere with any Lien granted to Agent pursuant to this Agreement, (v) such transaction does not result in a transfer of any Intellectual Property or Lien thereon, (vi) such transaction does not result in a transfer of any Rights to Payment of any Intellectual Property, (vii) the beneficiary is Borrower or a Subsidiary that has executed and delivered to Agent a Joinder Agreement pursuant to Section 7.13 and (viii) all fees and payments with respect to such transaction (including, without limitation, with respect to the underlying Intellectual Property and Rights to Payment) are payable to Borrower or such Subsidiary, as applicable, and made to an Account subject either to (x) an Account Control Agreement if the beneficiary of such fees and payments is located in the United States or (y) Agent's perfected first priority security interest if the beneficiary of such fees and payments in not located in the United States.

"**Permitted Transfers**" means (i) sales of inventory in the normal course of business; (ii) exclusive licenses and similar arrangements for the use of Intellectual Property in the ordinary course of business that could not result in a legal transfer of title of the licensed property; (iii) dispositions of worn-out, obsolete or surplus equipment that is, in the reasonable judgment of Borrower, no longer economically practicable to maintain or useful in the ordinary course of business of Borrower; (iv) other Transfers of assets having a fair market value of not more than $250,000 in the aggregate in any fiscal year; (v) the entering into of commercialization, co-development or license agreements with development or collaboration partners in the ordinary course of business; (vi) the CSL Licenses; and (vii) Permitted Royalty Transactions.

"**Person**" means any individual, sole proprietorship, partnership, joint venture, trust, unincorporated organization, association, corporation, limited liability company, institution, other entity or government.

"**Preferred Securities**" means at any given time any equity issued by uniQure Holdings or Borrowers, as applicable, that has any rights, preferences or privileges senior to uniQure Holdings' or Borrower's ordinary shares or common stock, as applicable.

"**Prime Rate**" means the "prime rate" as reported in *The Wall Street Journal*, and if not reported, then the prime rate most recently reported in *The Wall Street Journal*.

"**Principal Stock Exchange**" means The Nasdaq Stock Market LLC.

"**Restatement Date**" shall mean December 15, 2021.

"**Sanctioned Country**" shall mean, at any time, a country or territory which is the subject or target of any Sanctions.

"**Sanctioned Person**" shall mean, at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State, or by the United Nations Security Council, the European Union or any EU member state, (b) any Person operating, organized or resident in a Sanctioned Country or (c) any Person controlled by any such Person.

"**Sanctions**" shall mean economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by (a) the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State, or (b) the United Nations Security Council, the European Union or Her Majesty's Treasury of the United Kingdom.

"**Secured Obligations**" means Borrower's obligations under this Agreement and any Loan Document, including any obligation to pay any amount now owing or later arising.

"**Subsequent Financing**" means any underwritten equity financing involving the sale and issuance of Borrower's Equity Interests that is broadly and publicly marketed to multiple investors and consummated after the Restatement Date, provided, however, that in no event shall the sale and issuance of Borrower's Equity Interests in any "at-the-market offering" (as defined in Rule 415 promulgated under the Securities Act of 1933, as amended) be deemed a "Subsequent Financing".

"**Subordinated Indebtedness**" means Indebtedness subordinated to the Secured Obligations in amounts and on terms and conditions satisfactory to Lender in its sole discretion.

"**Subsequent Back End Fee**" shall have the meaning assigned to such term in Section 2.6(b).

"**Subsidiary**" means an entity, whether corporate, partnership, limited liability company, joint venture or otherwise, in which uniQure Holdings owns or controls directly or indirectly 50% or more of the outstanding voting securities, including each entity listed on Schedule 1 hereto.

"**Term Loan**" shall mean the term loans in an aggregate principal amount of up to One Hundred Seventy-Five Million Dollars ($175,000,000) made available under this Agreement as described in Section 2.1.

"**Term Loan Advance**" means each Tranche 1 Advance, Tranche 2 Advance, Tranche 3 Advance, and any other advance of a Term Loan by a Lender to Borrower pursuant to this Agreement.

"**Term Loan End of Term Charge**" shall have the meaning assigned to such term in Section 2.6(d).

"**Term Loan Interest Rate**" means, for any day, a per annum rate of interest equal to the greater of either (a) the Prime Rate *plus* 2.45%, and (b) 9.45%.

"**Term Loan Maturity Date**" means October 1, 2030.

"**Trademark License**" means any written agreement granting any right to use any Trademark or Trademark registration, now owned or hereafter acquired by Borrower or in which Borrower now holds or hereafter acquires any interest.

"**Trademarks**" means all trademarks (registered, common law or otherwise) and any applications in connection therewith, including registrations, recordings and applications with any appropriate register or authority in any jurisdiction.

"**Trading Day**" means any day on which (a) there is no Market Disruption Event and (b) the Principal Stock Exchange is open for trading; provided that a "Trading Day" only includes those days that have a scheduled closing time of 4:00 p.m. (Eastern time) or the then standard closing time for regular trading on the relevant exchange or trading system.

"**Tranche 1 Advance**" shall have the meaning assigned to such term in Section 2.1(a)(i).

"**Tranche 2 Advance**" shall have the meaning assigned to such term in Section 2.1(a)(ii).

"**Tranche 2 Milestone**" means the satisfaction of each of the following events: (a) no Default or Event of Default shall have occurred and be continuing, and (b) Borrower shall have achieved both the Approval Milestone and the Financing Milestone.

"**Tranche 3 Advance**" shall have the meaning assigned to such term in Section 2.1(a)(iii).

"**UCC**" means the Uniform Commercial Code as the same is, from time to time, in effect in the State of California; provided, that in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of, or remedies with respect to, Lender's Lien on any Collateral is governed by the Uniform Commercial Code as the same is, from time to time, in effect in a jurisdiction other than the State of California, then the term "UCC" shall mean the Uniform Commercial Code as in effect, from time to time, in such other jurisdiction solely for purposes of the provisions thereof relating to such attachment, perfection, priority or remedies and for purposes of definitions related to such provisions.

"**uniQure France**" means uniQure France SAS (formerly known as Corlieve Therapeutics SAS), a société par actions simplifiée formed under the laws of France.

"uniQure UK" means a subsidiary of uniQure Bio organized as a private limited company incorporated under the laws of England and Wales, it being understood, consented, and agreed that such company is expected to be formed on or after July 31, 2026.

"**Unrestricted Cash**" means unrestricted Cash or cash equivalents of Borrower maintained in Deposit Accounts or other accounts in Borrower's name subject to an Account Control Agreement in favor of Agent, subject to any post-closing period provided under this Agreement to deliver Account Control Agreements.

Unless otherwise specified, all references in this Agreement or any Annex or Schedule hereto to a "Section," "subsection," "Exhibit," "Annex," or "Schedule" shall refer to the corresponding Section, subsection, Exhibit, Annex, or Schedule in or to this Agreement. Unless otherwise specifically provided herein, any accounting term used in this Agreement or the other Loan Documents shall have the meaning customarily given such term in accordance with Accounting Standards, and all financial computations hereunder shall be computed in accordance with Accounting Standards, consistently applied. Unless otherwise defined herein or in the other

Loan Documents, terms that are used herein or in the other Loan Documents and defined in the UCC shall have the meanings given to them in the UCC.

SECTION 2. THE LOANS

2.1 Term Loan.

(a) Term Loan Advance.

(i) Subject to the terms and conditions of this Agreement, the Lenders agree severally (and not jointly) to make, in an amount not to exceed their respective 2025 Term Loan Commitment, and Borrower agrees to draw, a Term Loan Advance in an aggregate principal amount of Fifty Million Dollars ($50,000,000) (such Term Loan Advance, the "**Tranche 1 Advance**") on the 2025 Closing Date. Concurrently with the drawing of the Tranche 1 Advance, Borrower shall prepay the aggregate outstanding principal amount of the 2024 Term Loan Advance (which prepayment shall be netted from the Tranche 1 Advance disbursed by Lender to Borrower on the 2025 Closing Date).

(ii) Subject to the terms and conditions of this Agreement, Borrower may request, and the Lenders shall severally (and not jointly) make, in each case, following the occurrence of the Tranche 2 Milestone and on the earlier of (x) ~~**ninety (90)**~~**forty-five (45)** days following the occurrence of the Tranche 2 Milestone and (y) ~~**June 15**~~**September 30**, 2027, in an amount not to exceed their respective 2025 Term Loan Commitment, one or more additional Term Loan Advances in an aggregate principal amount of One Hundred Million Dollars ($100,000,000) (such Term Loan Advances, the "**Tranche 2 Advances**"); provided that each such Tranche 2 Advance shall be drawn in minimum increments of Twenty Five Million Dollars ($25,000,000) (or if less than Twenty Five Million Dollars ($25,000,000), the remaining amount of Term Loan Advances available to be drawn pursuant to this clause (ii)), with no more than two (2) Advance Requests.

(iii) Subject to the terms and conditions of this Agreement, Borrower may request, and the Lenders shall severally (and not jointly) make, in each case, available on or prior to the Amortization Date but only following and conditioned on approval by Lenders' investment committee in its sole discretion, in an amount equal to their respective 2025 Term Loan Commitment in an aggregate principal amount of Twenty Five Million Dollars ($25,000,000) (such Term Loan Advance, the "**Tranche 3 Advance**"); provided that such Tranche 3 Advance shall be drawn in an amount equal to Twenty Five Million Dollars ($25,000,000).

(b) Outstanding Principal Amount; Termination of Commitments. The parties hereto acknowledge and agree that: (i) immediately prior to the 2025 Closing Date, the aggregate outstanding principal amount of the 2024 Term Loan Advances is Fifty Million Dollars ($50,000,000), (ii) commencing on the 2025 Closing Date, Borrower shall not be permitted to draw, and Lender shall not make, any further 2024 Term Loan Advances and (iii) contemporaneously with the disbursement of the Tranche 1 Advance on the 2025 Closing Date,

the 2024 Term Loan Commitment shall automatically be terminated without further action from any Person.

(c) Advance Request. To obtain a Term Loan Advance, Borrower shall complete, sign and deliver an Advance Request (at least five (5) Business Days before each Advance Date other than the 2025 Closing Date (it being understood that Borrower shall not be required to deliver an Advance Request for the Term Loan Advance on the 2025 Closing Date)) to Agent. Lender shall fund its ratable portion of each Term Loan Advance in the manner requested by the Advance Request provided that each of the conditions precedent to such Term Loan Advance is satisfied as of the requested Advance Date.

(d) Interest. The principal balance of each Term Loan Advance shall bear interest thereon from such Advance Date at the Term Loan Interest Rate based on a year consisting of 360 days, with interest computed daily based on the actual number of days elapsed. The Term Loan Interest Rate will float and change on the day the Prime Rate changes from time to time.

(e) Payment. Borrower will pay interest on each Term Loan Advance on the first (1st) Business Day of each month, beginning the month after the Advance Date. Borrower shall repay the aggregate Term Loan Advance that is outstanding on the day immediately preceding the Amortization Date in equal monthly installments of principal and interest (mortgage style) beginning on the Amortization Date (as such date may be extended in accordance with the terms thereof) and continuing on the first Business Day of each month thereafter until the Secured Obligations (other than inchoate indemnity obligations) are repaid; provided that any remaining outstanding Term Loan Advance and all accrued but unpaid interest hereunder shall be due and payable on the Term Loan Maturity Date. Borrower shall make all payments under this Agreement without setoff, recoupment or deduction and regardless of any counterclaim or defense. Lender will initiate debit entries to the Borrower's account as authorized on the ACH Authorization on each payment date of all periodic obligations payable to Lender under each Term Loan Advance. Once repaid, the Term Loan Advances or any portion thereof may not be reborrowed.

2.2 Maximum Interest. Notwithstanding any provision in this Agreement or any other Loan Document, it is the parties' intent not to contract for, charge or receive interest at a rate that is greater than the maximum rate permissible by law that a court of competent jurisdiction shall deem applicable hereto (which under the laws of the State of California shall be deemed to be the laws relating to permissible rates of interest on commercial loans) (the "**Maximum Rate**"). If a court of competent jurisdiction shall finally determine that Borrower has actually paid to Lender an amount of interest in excess of the amount that would have been payable if all of the Secured Obligations had at all times borne interest at the Maximum Rate, then such excess interest actually paid by Borrower shall be applied as follows: first, to the payment of the Secured Obligations consisting of the outstanding principal of the Term Loan Advances; second, after all principal is repaid, to the payment of Lender's accrued interest, costs, expenses, professional fees and any other Secured Obligations; and third, after all Secured Obligations are repaid, the excess (if any) shall be refunded to Borrower.

2.3 Default Interest. In the event any payment is not paid on the scheduled payment date, an amount equal to four percent (4%) of the past due amount shall be payable on demand. In addition, upon the occurrence and during the continuation of an Event of Default hereunder, all

Secured Obligations, including principal, interest, compounded interest, and professional fees, shall bear interest at a rate per annum equal to the rate set forth in Section 2.1(d), plus four percent (4%) per annum. In the event any interest is not paid when due hereunder, delinquent interest shall be added to principal and shall bear interest on interest, compounded at the rate set forth in Section 2.1(d).

2.4 Prepayment. At its option, upon at least five (5) Business Days prior written notice to Agent, Borrower may prepay the whole or part (but in an amount not less than $50,000,000 or less if the applicable amount of outstanding Term Loan Advances are less than $50,000,000 at such time) the outstanding Term Loan Advances including all accrued and unpaid interest thereon, all unpaid Lender's fees and expenses accrued to the date of the repayment (including, without limitation, the End of Term Charge) together with a prepayment charge equal to the following percentage of the amount of the Term Loan Advances being prepaid: if such Term Loan Advance amounts are prepaid in any of the first thirty (30) months following the 2025 Closing Date, one and one half percent (1.50%); and thereafter, three quarters of a percent (0.75%) (each, a "**Prepayment Charge**"). Borrower agrees that the Prepayment Charge is a reasonable calculation of Lender's lost profits in view of the difficulties and impracticality of determining actual damages resulting from an early repayment of the Term Loan Advances. Upon the occurrence of a Change in Control, Borrower shall immediately prepay the aggregate outstanding amount of all principal of all Term Loan Advances and accrued interest thereon through the prepayment date and all unpaid Lender's fees and expenses accrued to the date of the prepayment (including, without limitation, the End of Term Charge) together with the Prepayment Charge; provided that no Prepayment Charge shall be payable in respect of a prepayment arising as a result of an acquisition of Borrower or other Change in Control of Borrower, in each case, that occurs after the 2025 Closing Date but prior to the date that is eighteen months thereafter. Notwithstanding the foregoing, Agent and Lender agree to waive the Prepayment Charge if Agent and Lender (in their sole and absolute discretion) agree in writing to refinance the Term Loan Advances prior to the Term Loan Maturity Date. For the avoidance of doubt, Lender and Agent agree that no Prepayment Charge shall be payable in respect of the repayment of the 2024 Term Loan Advance on or about the 2025 Closing Date.

2.5 [Reserved].

2.6 Additional End of Term Charge.

(a) On the earliest to occur of (i) December 1, 2025, (ii) the date that Borrower prepays the outstanding Tranche 1 Advance in full, or (iii) the date that the Tranche 1 Advance becomes due and payable in full, Borrower shall pay Lender a charge equal to $[***] representing unpaid "End of Term" charges partially accrued prior to the 2025 Closing Date (the "**Initial Back End Fee**").

(b) On the earliest to occur of (i) January 5, 2027, (ii) the date that Borrower prepays the outstanding Tranche 1 Advance in full, or (iii) the date that the Tranche 1 Advance becomes due and payable in full, Borrower shall immediately pay Lender a charge equal to $[***] representing additional unpaid "End of Term" charges partially accrued prior to the 2025 Closing Date (the "**Subsequent Back End Fee**").

(c) On any date that Borrower partially prepays the outstanding Secured Obligations pursuant to Section 2.5, Borrower shall pay Lender a charge equal to (i) in any of the first eighteen (18) months following the 2025 Closing Date, 2.75% of the aggregate principal amount of the Term Loan Advances being prepaid, and (ii) thereafter, 5.50% of the aggregate principal amount of the Term Loan Advances being prepaid.

(d) On the earliest to occur of (i) the Term Loan Maturity Date, (ii) the date that Borrower prepays the outstanding Secured Obligations in full, or (iii) the date that the Secured Obligations become due and payable, then Borrower shall immediately pay Lender a charge equal to (i) in any of the first eighteen (18) months following the 2025 Closing Date, 2.75% of the aggregate principal amount of the Term Loan Advances outstanding immediately prior to such payment, and (ii) thereafter, 5.50% of the aggregate principal amount of the Term Loan Advances outstanding immediately prior to such payment (the charges referred to in clause (c) and this clause (d) the "**Term Loan End of Term Charge**").

(e) Notwithstanding the required payment date of such Term Loan End of Term Charge, the applicable pro rata portion of the Term Loan End of Term Charge shall be deemed earned by Lender as of each date that an applicable Term Loan Advance is made. For the avoidance of doubt, if a payment hereunder becomes due and payable on a day that is not a Business Day, the due date thereof shall be the immediately preceding Business Day.

2.7 Notes. If so requested by Lender by written notice to Borrower, then Borrower shall execute and deliver to Lender (and/or, if applicable and if so specified in such notice, to any person who is an assignee of Lender pursuant to Section 10.12) (promptly after the Borrower's receipt of such notice) a Note or Notes to evidence a Term Loan Advance made by Lender.

2.8 Pro Rata Treatment. Each payment (including prepayment) on account of any fee and any reduction of the Term Loan Advances shall be made pro rata according to such Term Loan Advance of the relevant Lender.

SECTION 3. SECURITY INTEREST

3.1 As security for the prompt, complete and indefeasible payment when due (whether on the payment dates or otherwise) of all the Secured Obligations:

(a) uniQure Holdings grants to Lender a first ranking right of pledge on (i) its shares in uniQure France, uniQure Bio, uniQure IP, Corlieve AG and Genezen Holdings Inc. and (ii) the Genezen Seller Note;

(b) uniQure Bio grants to Lender a first ranking right of pledge on its shares in its Dutch subsidiaries (if any) identified on the Schedule 1 hereto and a security interest in 100% of the capital stock of US Borrower **and, upon formation, uniQure UK**;

(c) each Obligor (excluding US Borrower) grants to Lender a first ranking right of pledge on its (a) trade, intercompany and insurance receivables; (b) movable assets and (c) Deposit Accounts; and

(d) US Borrower grants to Lender a security interest in all of US Borrower's right, title, and interest in and to the following personal property whether now owned or hereafter acquired: (a) receivables; (b) equipment; (c) fixtures; (d) general intangibles (except as described below); (e) inventory; (f) Investment Property; (g) Deposit Accounts; (h) Cash; (i) Goods; and all other tangible and intangible personal property of US Borrower whether now or hereafter owned or existing, leased, consigned by or to, or acquired by, US Borrower and wherever located, and any of US Borrower's property in the possession or under the control of Lender; and, to the extent not otherwise included, all proceeds of each of the foregoing and all accessions to, substitutions and replacements for, and rents, profits and products of each of the foregoing, (a), (b), (c) and (d) collectively, the "**Collateral**".

3.2 Notwithstanding anything in this Agreement or any other Loan Document to the contrary, in no event shall the Collateral include, and the Obligor shall not be deemed to have granted a security interest in: (i) Intellectual Property; provided, however, that the Collateral shall include all accounts and general intangibles that consist of rights to payment and proceeds from the sale, licensing or disposition of all or any part, or rights in, the Intellectual Property (the "Rights to Payment"); (ii) any of the Borrower's rights or interests in or under, any license, contract, permit, instrument, security or franchise to which the Borrower is a party or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract, permit, instrument, security or franchise, result in a breach of the terms of, or constitute a default under, such license, contract, permit, instrument, security or franchise (other than to the extent that any such term would be rendered ineffective pursuant to the UCC or any other applicable law (including the Dutch and the United States Bankruptcy Code) or principles of equity); provided, that immediately upon the ineffectiveness, lapse or termination of any such provision the Collateral shall include, and the Borrower shall be deemed to have granted a security interest in, all the rights and interests described in the foregoing clause (ii) as if such provision had never been in effect; (iii) all royalty receivables and related rights sold, assigned or otherwise transferred pursuant to the HCRx Transaction (as defined in Amendment No. 1); or (iv) the Excluded Accounts. Notwithstanding the foregoing, if a judicial authority (including a U.S. Bankruptcy Court) holds that a security interest in the underlying Intellectual Property is necessary to have a security interest in the Rights to Payment, then the Collateral shall automatically, and effective as of the date of this Agreement, include the Intellectual Property to the extent necessary to permit perfection of Lender's security interest in the Rights to Payment.

SECTION 4. CONDITIONS PRECEDENT TO RESTATEMENT DATE AND TERM LOAN ADVANCES

The effectiveness of the Restatement Date and the obligation of Lender to make the Term Loan Advances hereunder are subject to the satisfaction by Borrower of the following conditions:

4.1 Closing Documents. On or prior to the Restatement Date, Borrower shall have delivered to Lender the following:

(a) an executed copy of this Agreement together with all other documents and instruments reasonably required by Agent to effectuate the transactions contemplated hereby, in all cases in form and substance reasonably acceptable to Agent;

(b) a certificate of each Obligor, dated as of the Restatement Date and executed by the secretary or equivalent officer of such Obligor, with appropriate insertions and attachments, including:

(i) a copy of its respective certificate or deed of incorporation and current articles of association and bylaws, and for uniQure Bio an extract of its registration in the Trade Register of the Dutch Chamber of Commerce;

(ii) copy of resolutions of its Board and general meeting of shareholders (to the extent required) evidencing approval of the Term Loan Advance and the transactions contemplated by this Agreement and the other Loan Documents;

(iii) the names, titles, incumbency and signature specimens of those respective representatives of such Obligor who have been authorized by such resolutions and/or written consents to execute Loan Documents on behalf of such Person; and

(iv) for US Borrower, a certificate of good standing from its state of incorporation and similar certificates from all other jurisdictions in which such Borrower does business and where the failure to be qualified would have a Material Adverse Effect;

(c) each Obligor shall have delivered to Agent an updated perfection certificate;

(d) Borrower shall have paid to Agent the Facility Charge; and

(e) Borrower shall have paid to Agent all out-of-pocket Agent or Lender expenses (including all reasonable attorneys' fees and reasonable expenses) incurred through the Restatement Date.

4.2 Advance Request. Borrower shall have delivered to Lender the following: (a) an Advance Request for the relevant Term Loan Advance as required by 2.1(c), duly executed by uniQure Holdings' Chief Executive Officer, Chief Financial Officer or Chief Accounting Officer and (it being understood that Borrower shall not be required to deliver an Advance Request for the Term Loan Advance on the 2025 Closing Date) (b) any other documents Lender may reasonably request.

4.3 Other conditions to Advances.

(a) The representations and warranties set forth in this Agreement and in Section 5 shall be true and correct in all material respects on and as of the relevant Advance Date with the same effect as though made on and as of such date, except to the extent such representations and warranties expressly relate to an earlier date.

(b) Borrower shall be in compliance with all the terms and provisions set forth herein and in each other Loan Document on its part to be observed or performed.

(c) With respect to the Tranche 1 Advance, Borrower shall have paid the 2025 Tranche 1 Facility Charge as and to the extent required by Amendment No. 3 (it being

acknowledged and agreed that such facility charge is the same charge required to have been paid no later than one (1) Business Day after the 2025 Closing Date).

(d) With respect to any Tranche 2 Advance, Borrower shall have paid the applicable 2025 Tranche 2 Facility Charge (which amount shall be deducted from such Tranche 2 Advance upon funding thereof).

(e) With respect to the Tranche 3 Advance, Borrower shall have paid the 2025 Tranche 3 Facility Charge (which amount shall be deducted from the Tranche 3 Advance upon funding thereof).

(f) The Advance Request shall be deemed to constitute a representation and warranty by Borrower on the relevant Advance Date as to the matters specified in Section 4.4 and as to the matters set forth in the Advance Request.

4.4 No Default. As of the relevant Advance Date, (i) no fact or condition exists that would (or would, with the passage of time, the giving of notice, or both) constitute an Event of Default and (ii) no event that has had or could reasonably be expected to have a Material Adverse Effect has occurred and is continuing.

SECTION 5. REPRESENTATIONS AND WARRANTIES OF BORROWER

Borrower represents and warrants that:

5.1 Corporate Status. uniQure Bio is a private limited liability company duly incorporated and existing under the laws of the Netherlands, and is duly qualified as a foreign corporation in all jurisdictions in which the nature of its business or location of its properties require such qualifications and where the failure to be qualified could reasonably be expected to have a Material Adverse Effect. uniQure Bio's present name, former names (if any), locations, place of formation, tax identification number, organizational identification number and other information are correctly set forth in Exhibit C, as may be updated by uniQure Bio in a written notice (including any Compliance Certificate) provided to Lender after the Restatement Date. US Borrower is a corporation duly organized, legally existing and in good standing under the laws of the State of Delaware, and is duly qualified as a foreign corporation in all jurisdictions in which the nature of its business or location of its properties require such qualifications and where the failure to be qualified could reasonably be expected to have a Material Adverse Effect.

5.2 Collateral. The relevant Obligor owns the Collateral and the Intellectual Property, free of all Liens, except for Permitted Liens. Each Obligor has the power and authority to grant to Lender a Lien in the Collateral as security for the Secured Obligations.

5.3 Consents. Borrower's execution, delivery and performance of the Notes (if any), this Agreement and all other Loan Documents, (i) have been duly authorized by all necessary corporate action of Borrower, (ii) will not result in the creation or imposition of any Lien upon the Collateral, other than Permitted Liens and the Liens created by this Agreement and the other Loan Documents, (iii) do not violate any provisions of Borrower's articles of association, or any, law, regulation, order, injunction, judgment, decree or writ to which Borrower is subject and (iv) except as described on Schedule 5.3, do not violate any contract or agreement or require the consent or

approval of any other Person which has not already been obtained. The individual or individuals executing the Loan Documents are duly authorized to do so.

5.4 Material Adverse Effect. No event that has had or could reasonably be expected to have a Material Adverse Effect has occurred and is continuing. Borrower is not aware of any event likely to occur that is reasonably expected to result in a Material Adverse Effect.

5.5 Actions Before Governmental Authorities. Except as described on Schedule 5.5, there are no actions, suits or proceedings at law or in equity or by or before any governmental authority now pending or, to the knowledge of uniQure Holdings, threatened against or affecting Borrower or its property (i) which seek to prevent, enjoin, hinder or delay the transactions contemplated by the Loan Documents or (ii) as to which there is a reasonable possibility of an adverse determination and which, if adversely determined, would reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect on Borrower's business.

5.6 Laws. Borrower, to its knowledge, is not in violation of any law, rule or regulation, or in default with respect to any judgment, writ, injunction or decree of any governmental authority, where such violation or default is reasonably expected to result in a Material Adverse Effect. Borrower, to its knowledge, is not in default in any manner under any provision of any agreement or instrument evidencing indebtedness, or any other material agreement to which it is a party or by which it is bound and for which such default would reasonably be expected to have a Material Adverse Effect on Borrower's business.

Neither Borrower nor any of its Subsidiaries is an "investment company" or a company "controlled" by an "investment company" under the Investment Company Act of 1940, as amended, as applicable. Neither Borrower nor any of its Subsidiaries is engaged as one of its important activities in extending credit for margin stock (under Regulations X, T and U of the Federal Reserve Board of Governors, as applicable). Borrower and each of its Subsidiaries has complied in all material respects with the Federal Fair Labor Standards Act, as applicable. Neither Borrower nor any of its Subsidiaries is a "holding company" or an "affiliate" of a "holding company" or a "subsidiary company" of a "holding company" as each term is defined and used in the Public Utility Holding Company Act of 2005, as applicable. Neither Borrower's nor any of its Subsidiaries' properties or assets has been used by Borrower or such Subsidiary or, to Borrower's knowledge, by previous Persons, in disposing, producing, storing, treating, or transporting any hazardous substance other than in material compliance with applicable laws. Borrower and each of its Subsidiaries has obtained all consents, approvals and authorizations of, made all declarations or filings with, and given all notices to, all Governmental Authorities that are necessary to continue their respective businesses as currently conducted.

None of Borrower, any of its Subsidiaries, or any of Borrower's or its Subsidiaries' Affiliates or any of their respective agents acting or benefiting in any capacity in connection with the transactions contemplated by this Agreement is (i) in violation of any Anti-Terrorism Law, (ii) engaging in or conspiring to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law, or (iii) is a Blocked Person. None of Borrower, any of its Subsidiaries, or to the knowledge of Borrower and any of their Affiliates or agents, acting or benefiting in any capacity in connection with the transactions contemplated by this Agreement, (x) conducts any business or

engages in making or receiving any contribution of funds, goods or services to or for the benefit of any Blocked Person, or (y) deals in, or otherwise engages in any transaction relating to, any property or interest in property blocked pursuant to Executive Order No. 13224, any similar executive order or other Anti-Terrorism Law. None of the funds to be provided under this Agreement will be used, directly or indirectly, (a) for any activities in violation of any applicable anti-money laundering, economic sanctions and anti-bribery laws and regulations laws and regulations or (b) for any payment to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977, as amended.

5.7 Information Correct and Current. No information, report, Advance Request, financial statement, exhibit or schedule furnished, by or on behalf of Borrower to Lender in connection with any Loan Document or included therein or delivered pursuant thereto contained, contains or will contain any material misstatement of fact or omitted, omits or will omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were, are or will be made, not misleading at the time such statement was made or deemed made. Additionally, any and all financial or business projections provided by Borrower to Lender shall be (i) provided in good faith and based on the most current data and information available to Borrower, (ii) the most current of such projections provided to the Board, and (iii) are based on reasonable assumptions not viewed as facts and that actual results during the period or periods covered by such projections and forecast may differ from the projected or forecasted results.

5.8 Tax Matters. Except as described on Schedule 5.8, (a) Borrower has filed all federal, state and local tax returns that it is required to file, (b) Borrower has duly paid or fully reserved for all taxes or installments thereof (including any interest or penalties) as and when due, which have or may become due pursuant to such returns, and (c) Borrower has paid or fully reserved for any tax assessment received by Borrower for the three (3) years preceding the Restatement Date, if any (including any taxes being contested in good faith and by appropriate proceedings).

5.9 Intellectual Property Claims. Except as described in Exhibit D, Borrower is the sole owner of, or otherwise has the right to use, the Intellectual Property. Except as described on Schedule 5.9, (i) each of the material Copyrights, registered Trademarks and issued Patents is valid and enforceable, (ii) no material part of the Intellectual Property has been judged invalid or unenforceable, in whole or in part, and (iii) no claim has been made in writing to Borrower that any material part of the Intellectual Property violates the rights of any third party. Exhibit D is a true, correct and complete list of each of Borrower's Patents, registered Trademarks, registered Copyrights, and material agreements under which Borrower licenses Intellectual Property from third parties (excluding such agreements disclosed in uniQure Holdings's filings with the Securities and Exchange Commission) (other than shrink-wrap software licenses and other licenses for over-the-counter software), together with application or registration numbers, as applicable, owned by Borrower or any Subsidiary, in each case as of the 2025 Closing Date. Borrower is not in material breach of, nor has Borrower failed to perform any material obligations under, any of the foregoing contracts, licenses or agreements and, to uniQure Holdings' knowledge, no third

party to any such contract, license or agreement is in material breach thereof or has failed to perform any material obligations thereunder.

5.10 Intellectual Property. Except as described on Schedule 5.10, Borrower has, or in the case of any proposed business, will have, all material rights with respect to Intellectual Property necessary in the operation or conduct of Borrower's business as currently conducted and proposed to be conducted by Borrower. Without limiting the generality of the foregoing, and in the case of Licenses, except for restrictions that are unenforceable under Division 9 of the UCC, Borrower has the right, to the extent required to operate Borrower's business, to freely transfer, license or assign Intellectual Property without condition, restriction or payment of any kind (other than license payments in the ordinary course of business) to any third party, and Borrower owns or has the right to use, pursuant to valid licenses, all software development tools, library functions, compilers and all other third-party software and other items that are necessary in the design, development, promotion, sale, license, manufacture, import, export, use or distribution of Borrower Products.

5.11 Borrower Products. Except as described on Schedule 5.11, no Intellectual Property owned by Borrower or Borrower Product has been or is subject to any actual or, to the knowledge of Borrower, threatened litigation, proceeding or outstanding decree, order, judgment, settlement agreement or stipulation that restricts in any material manner Borrower's use, transfer or licensing thereof or that may materially affect the validity, use or enforceability thereof. There is no decree, order, judgment, agreement, stipulation, arbitral award or other provision entered into in connection with any litigation or proceeding that obligates Borrower to grant licenses or ownership interest in any future Intellectual Property related to the operation or conduct of the business of Borrower or Borrower Products. Borrower has not received any written notice or claim, or, to the knowledge of Borrower, oral notice or claim, challenging or questioning Borrower's ownership in any Intellectual Property (or written notice of any claim challenging or questioning the ownership in any licensed Intellectual Property of the owner thereof) or suggesting that any third party has any claim of legal or beneficial ownership with respect thereto nor, to Borrower's knowledge, is there a reasonable basis for any such claim. To Borrower's knowledge, neither Borrower's use of its Intellectual Property nor the production and sale of Borrower Products infringes the Intellectual Property of others.

5.12 Financial Accounts. Exhibit E, as may be updated by the Borrower in a written notice provided to Lender after the 2025 Closing Date, is a true, correct and complete list of (a) all banks and other financial institutions at which Borrower or any other Obligor maintains Deposit Accounts and (b) all institutions at which Borrower or any other Obligor maintains an account holding Investment Property, and such exhibit correctly identifies the name, address and telephone number of each bank or other institution, the name in which the account is held, a description of the purpose of the account, and the complete account number therefor. None of the Obligors or any of their Subsidiaries owns or holds any Digital Assets.

5.13 Employee Loans. Borrower has no outstanding loans to any employee, officer or director of the Borrower nor has Borrower guaranteed the payment of any loan made to an employee, officer or director of the Borrower by a third party.

5.14 Capitalization and Subsidiaries. uniQure Holdings' capitalization as of the 2025 Closing Date is set forth on Schedule 5.14 annexed hereto. uniQure Holdings does not own any stock, partnership interest or other securities of any Person, except for Permitted Investments. Attached as Schedule 5.14, as may be updated by uniQure Holdings in a written notice provided after the Restatement Date, is a true, correct and complete list of each Subsidiary.

5.15 Centre of main interests and establishments. uniQure Bio has its "centre of main interests" (as that term is used in article 3(1) of The Council of the European Union Regulation No. 1346/2000 on Insolvency Proceedings) in the Netherlands.

SECTION 6. INSURANCE; INDEMNIFICATION

6.1 Coverage. uniQure Holdings shall cause to be carried and maintained (by itself or its Subsidiaries) commercial general liability insurance, on an occurrence form, against risks customarily insured against in uniQure Holdings' line of business. Such risks shall include the risks of bodily injury, including death, property damage, personal injury, advertising injury, and contractual liability per the terms of the indemnification agreement found in Section 6.3. uniQure Holdings or its Subsidiaries must maintain a minimum of $1,000,000 of commercial general liability insurance for each occurrence and $2,000,000 in the aggregate. uniQure Holdings or its Subsidiaries has and agrees to maintain a minimum of $2,000,000 of directors' and officers' insurance for each occurrence and $5,000,000 in the aggregate. So long as there are any Secured Obligations outstanding, uniQure Holdings shall also cause or procure that its Subsidiaries cause to be carried and maintained insurance upon the Collateral, insuring against all risks of physical loss or damage howsoever caused, in an amount not less than the full replacement cost of the Collateral, provided that such insurance may be subject to standard exceptions and deductibles. uniQure Holdings or its Subsidiaries shall also carry and maintain a fidelity insurance policy in an amount not less than $100,000.

6.2 Certificates. uniQure Holdings shall deliver to Lender certificates of insurance that evidence uniQure Holdings or its Subsidiaries compliance with its insurance obligations in Section 6.1 and the obligations contained in this Section 6.2. uniQure Holding's (or its Subsidiaries) insurance certificate shall state Lender is an additional insured for commercial general liability, a loss payee for all risk property damage insurance, subject to the insurer's approval, a loss payee for fidelity insurance, and a loss payee for property insurance and additional insured for liability insurance for any future insurance that uniQure Holdings or its Subsidiaries may acquire from such insurer, unless any right under the liability insurance is restricted from being pledged under Section 7:954(4) of the Dutch Civil Code. Attached to the certificates of insurance will be additional insured endorsements for liability and lender's loss payable endorsements for all risk property damage insurance and fidelity. Unless an Event of Default shall have occurred and be continuing, all insurance proceeds shall be paid or turned over to uniQure Holdings or its Subsidiaries, as applicable. All certificates of insurance will provide for a minimum of thirty (30) days advance written notice to Lender of cancellation or any other change adverse to Lender's interests. Any failure of Lender to scrutinize such insurance certificates for compliance is not a waiver of any of Lender's rights, all of which are reserved. Borrower shall provide Agent with copies of each insurance policy, and upon entering or amending any insurance policy required hereunder, Borrower shall provide Agent with copies of such policies and shall promptly deliver to Agent updated insurance certificates with respect to such policies.

6.3 Indemnity. Borrower agrees to indemnify and hold Lender and its officers, directors, employees, agents, in-house attorneys, representatives and shareholders harmless from and against any and all claims, costs, expenses, damages and liabilities (including such claims, costs, expenses, damages and liabilities based on liability in tort:, including strict liability in tort), including reasonable documented attorneys' fees and disbursements and other costs of investigation or defense (including those incurred upon any appeal), that may be instituted or asserted against or incurred by Lender or any such Person as the result of credit having been extended, suspended or terminated under this Agreement and the other Loan Documents or the administration of such credit, or in connection with or arising out of the transactions contemplated hereunder and thereunder, or any actions or failures to act in connection therewith, or arising out of the disposition or utilization of the Collateral, excluding in all cases claims resulting solely from Lender's gross negligence or willful misconduct Borrower agrees to pay, and to save Lender harmless from, any and all liabilities with respect to, or resulting from any delay in paying, any and all excise, sales or other similar taxes (excluding taxes imposed on or measured by the net income of Lender) that may be payable or determined to be payable with respect to any of the Collateral or this Agreement. This Section 6.3 shall survive the repayment of indebtedness under, and otherwise shall survive the expiration or other termination of, the Agreement.

SECTION 7. COVENANTS OF BORROWER

Borrower agrees as follows:

7.1 Financial Reports. uniQure Holdings shall furnish to Lender the financial statements and reports listed hereinafter (the "**Financial Statements**"):

(a) as soon as practicable (and in any event within 30 days) after the end of each month, its unaudited interim and year-to-date financial statements as of the end of such month (prepared on a consolidated and consolidating basis, if applicable), including balance sheet and related statements of income accompanied by a report detailing any material contingencies (including the commencement of any material litigation by or against the Obligors) or any other occurrence that would reasonably be expected to have a Material Adverse Effect, all certified by uniQure Holdings' Chief Executive Officer, Chief Financial Officer, Chief Accounting Officer or Global Controller to the effect that they have been prepared in accordance with Accounting Standards, except (i) for the absence of footnotes, (ii) that they are subject to normal year-end adjustments, and (iii) they do not contain certain non-cash items that are customarily included in quarterly and annual financial statements;

(b) as soon as practicable (and in any event within 60 days) after the end of each calendar quarter, unaudited interim and year-to-date financial statements as of the end of such calendar quarter (prepared on a consolidated and consolidating basis, if applicable), including balance sheet and related statements of income and cash flows accompanied by a report detailing any material contingencies (including the commencement of any material litigation by or against Borrower) or any other occurrence that would reasonably be expected to have a Material Adverse Effect, certified by uniQure Holdings' Chief Executive Officer, Chief Financial Officer or Chief Accounting Officer to the effect that they have been prepared in accordance with Accounting Standards, except (i) for the absence of footnotes, and (ii) that they are subject to normal year-end

adjustments; as well as the most recent capitalization table for the Obligors, including the weighted average exercise price of employee stock options;

(c) as soon as practicable (and in any event within one hundred and twenty (120 days)) after the end of each fiscal year, unqualified audited financial statements as of the end of such year (prepared on a consolidated and consolidating basis, if applicable), including balance sheet and related statements of income and cash flows, and setting forth in comparative form the corresponding figures for the preceding fiscal year, certified by a firm of independent certified public accountants selected by uniQure Holdings and reasonably acceptable to Lender, accompanied by any management report from such accountants;

(d) as soon as practicable (and in any event within 30 days) after the end of each month, a Compliance Certificate in the form of Exhibit F;

(e) promptly after the sending or filing thereof, as the case may be, copies of any proxy statements, financial statements or reports that US Borrower has made available to holders of its capital stock and copies of any regular, periodic and special reports or registration statements that US Borrower files with the Securities and Exchange Commission or any governmental authority that may be substituted therefor, or any national securities exchange;

(f) Borrower at all times shall maintain Cash and/or cash equivalents on deposit in a deposit or security account located in the United States that is subject to an Account Control Agreement of at least the lesser of (i) minimum cash required by section 7.21(a) or (ii) 100% of all of the worldwide Cash and cash equivalents of the Borrower;

(g) as soon as practicable (and in any event within 30 days) of approval by the Board an annual budget for each financial year as well as budgets, operating plans and other financial information with respect to the Obligors reasonably requested by Lender; and

(h) uniQure Holdings shall not make any change in its (a) accounting policies or reporting practices except in accordance with Accounting Standards, or (b) fiscal years or fiscal quarters. The fiscal year of Borrower shall end on December 31.

The filing of any financial statements, reports or registration statements by uniQure Holdings with the U.S. Securities Exchange Commission (or foreign equivalent thereof) through its electronic filing system shall constitute delivery of such materials to Lender for purposes hereof so long as Borrower timely emails a link of such filings to Lender.

The executed Compliance Certificate and all Financial Statements required to be delivered hereunder shall be sent per instructions (i) specified on Exhibit I or (ii) otherwise provided by Agent to Borrower via a written notice from time to time in accordance with Section 10.2.

7.2 Management Rights. Borrower shall permit any representative that Lender authorizes, including its attorneys and accountants, to inspect the Collateral and examine and make copies and abstracts of the books of account and records of Borrower at reasonable times and upon reasonable notice during normal business hours. In addition, any such representative shall have the right to meet with management and officers of Borrower to discuss such books of account and records. In addition, Lender shall be entitled at reasonable times and intervals to consult with and

advise the management and officers of Borrower concerning significant business issues affecting Borrower. Such consultations shall not unreasonably interfere with Borrower's business operations. The parties intend that the rights granted Lender shall constitute "management rights" within the meaning of 29 C.F.R Section 2510.3-101(d)(3)(ii), but that any advice, recommendations or participation by Lender with respect to any business issues shall not be deemed to give Lender, nor be deemed an exercise by Lender of, control over Borrower's management or policies.

7.3 Further Assurances. Borrower shall from time to time execute, deliver and file, alone or with Lender, any financing statements, security agreements, collateral assignments, notices, control agreements, or other documents to perfect or give the highest priority to Lender's Lien on the Collateral. Borrower shall from time to time procure any instruments or documents as may reasonably be requested by Lender, and take all further action that may be necessary or desirable, or that Lender may reasonably request, to perfect and protect the Liens granted hereby and thereby. In addition, and for such purposes only, Borrower hereby authorizes Lender to execute and deliver on behalf of Borrower and to file such financing statements, collateral assignments, notices, control agreements, security agreements and other documents necessary to grant, perfect and give the highest priority to Lender's Lien on the Collateral without the signature of Borrower either in Lender's name or in the name of Lender as agent and attorney-in-fact for Borrower. Borrower shall protect and defend Borrower's title to the Collateral and Lender's Lien thereon against all Persons claiming any interest adverse to Borrower or Lender other than Permitted Liens.

7.4 Indebtedness. Borrower shall not create, incur, assume, guarantee or be or remain liable with respect to any Indebtedness, or permit any Subsidiary so to do, other than Permitted Indebtedness, or prepay any Indebtedness or take any actions which impose on Borrower an obligation to prepay any Indebtedness, except for the conversion of Indebtedness into equity securities and the payment of cash in lieu of fractional shares in connection with such conversion.

7.5 Collateral. Borrower shall at all times keep the Collateral, the Intellectual Property and all other property and assets used in Borrower's business or in which Borrower now or hereafter holds any interest free and clear from any legal process or Liens whatsoever (except for Permitted Liens), and shall give Lender prompt written notice of any legal process affecting the Collateral, the Intellectual Property, such other property and assets, or any Liens thereon. Borrower shall cause its Subsidiaries to protect and defend such Subsidiary's title to its assets from and against all Persons claiming any interest adverse to such Subsidiary, and Borrower shall cause its Subsidiaries at all times to keep such Subsidiary's property and assets free and clear from any legal process or Liens whatsoever (except for Permitted Liens), and shall give Lender prompt written notice of any legal process affecting such Subsidiary's assets. Borrower shall not agree with any Person other than Lender not to encumber its property.

7.6 Investments. Borrower shall not directly or indirectly acquire or own, or make any Investment in or to any Person, or permit any of its Subsidiaries so to do, other than Permitted Investments. No Obligor shall directly or indirectly acquire or own, nor make any Investments in Digital Assets, nor permit any of its Subsidiaries to do so.

7.7 Distributions. Borrower shall not, and shall not allow any Subsidiary to, (a) repurchase or redeem any class of stock or other equity interest other than (i) pursuant to employee, director or consultant repurchase plans, stock option plans or agreements, restricted stock agreements or other similar agreements, provided, however, in each case the repurchase or redemption price does not exceed the original consideration paid for such stock or equity interest or (ii) the delivery of its Ordinary Shares upon conversion of Permitted Convertible Debt; (b) declare or pay any cash dividend or make a cash distribution on any class of stock or other equity interest, except that (i) a Subsidiary may pay dividends or make distributions to Borrower and (ii) Borrower may make cash payments in lieu of issuing fractional shares in connection with a conversion of Permitted Convertible Debt into Ordinary Shares; (c) lend money to any employees, officers or directors or guarantee the payment of any such loans granted by a third party in excess of $250,000 in the aggregate; or (d) waive, release or forgive any indebtedness owed by any employees, officers or directors in excess of $250,000 in the aggregate.

7.8 Transfers. Except for Permitted Transfers, Borrower shall not voluntarily or involuntarily transfer, sell, lease, license, lend or in any other manner convey any equitable, beneficial or legal interest in any material portion of their assets.

7.9 Mergers or Acquisitions. uniQure Holdings shall not merge or consolidate, or permit any of its Subsidiaries to merge or consolidate, with or into any other business organization (other than mergers or consolidations of (i) a Subsidiary into an Obligor, or (ii) of a Subsidiary which is not an Obligor into any Subsidiary or into an Obligor, provided, in each case, that with respect to any merger into an Obligor, Obligor is the surviving entity) or acquire, or permit any of its Subsidiaries to acquire, all or substantially all of the capital stock or property of another Person.

7.10 Taxes. Borrower and its Subsidiaries shall pay when due all taxes, fees or other charges of any nature whatsoever (together with any related interest or penalties) now or hereafter imposed or assessed against Borrower, Lender or the Collateral or upon Borrower's ownership, possession, use, operation or disposition thereof or upon Borrower's rents, receipts or earnings arising therefrom. Borrower shall file on or before the due date therefor all personal property tax returns in respect of the Collateral. Notwithstanding the foregoing, Borrower may contest, in good faith and by appropriate proceedings, taxes for which Borrower maintains adequate reserves therefor in accordance with Accounting Standards.

7.11 Corporate Changes. Neither Borrower nor any Subsidiary shall change its corporate name, legal form or jurisdiction of formation without twenty (20) days' prior written notice to Lender. Neither Borrower nor any Subsidiary shall relocate its principal place of business unless it has provided prior written notice to Lender and such relocation is within the Netherlands or the United States or within the same country as its previous location. Neither Borrower nor any Subsidiary shall relocate any item of Collateral (other than (x) sales of movable assets in the ordinary course of business, (y) relocations of movable assets having an aggregate value of up to $250,000 in any fiscal year, and (z) relocations of Collateral from a location described on Exhibit C to another location described on Exhibit C) unless (i) it has provided prompt written notice to Lender, (ii) such relocation is within the Netherlands or the United States or within the same country as its previous location, and (iii) if such relocation is to a third party bailee in the United States, it has used commercially reasonable efforts to deliver a bailee agreement in form and substance reasonably acceptable to Lender.

7.12 Deposit Accounts. No Obligor shall maintain any Deposit Accounts, any account or sub-accounts in connection with an insured cash sweep program (other than (i) payroll, trust or escrow accounts (including any escrow account established in accordance with the terms of the Corlieve Sale and Purchase Agreement) and (ii) the Corlieve Operating Accounts so long as neither uniQure France nor Corlieve AG have failed at any time to satisfy any of the conditions set forth in clauses (a) and (b) of the definition of "Corlieve Operating Accounts"), or accounts holding Investment Property, except with respect to which Lender has an Account Control Agreement and/or a right of pledge (subject only to a Lien under clause (xii) of the definition of Permitted Liens). No Obligor shall own or hold Digital Assets.

7.13 Subsidiaries. Borrower shall notify Lender of each Subsidiary formed subsequent to the 2025 Closing Date and, within 15 days of formation, shall cause any such Subsidiary (other than uniQure France, ~~and~~ Corlieve AG **and uniQure UK**) to execute and deliver to Lender a Joinder Agreement.

7.14 Pensions. Borrower shall ensure that all pension schemes operated by or maintained for the benefit of members of the Borrower and/or any of their employees are funded to the extent required by applicable law and regulations where failure to do so would be reasonably likely to have a Material Adverse Effect.

7.15 Non-Obligors. The revenue of Subsidiaries which are not Obligors **(other than uniQure UK as set forth herein)** shall not exceed €250,000 in the aggregate on an annual basis. The fair market value of the assets of Subsidiaries which are not Obligors, excluding the fair market value of the assets of uniQure France **and uniQure UK**, shall not exceed €500,000 in the aggregate at any given time. **The value of all cash held by uniQure UK shall not exceed £2,500,000 in the aggregate for a period of more than 15 consecutive Business Days (for clarity, the foregoing shall not prevent uniQure UK from holding drug products). Notwithstanding the foregoing, nothing in this Section 7.15 shall limit uniQure UK's revenues and the collection and holding of payments from accounts receivable; provided, however, that the value of all cash held by uniQure UK shall not exceed £2,500,000 in the aggregate for a period of more than 15 consecutive Business Days.**

7.16 Use of Proceeds. Borrower agrees that the proceeds of the Term Loan Advances shall be used solely to (a) refinance the 2024 Term Loan Advances and concurrently with such refinancing, reduce the 2024 Term Loan Commitment to zero ($0) and (b) pay related fees and expenses in connection with this Agreement and for working capital and general corporate purposes. The proceeds of the Term Loan Advances will not be used in violation of applicable Anti-Corruption Laws or applicable Sanctions.

7.17 Compliance with Laws.

Borrower shall maintain, and shall cause its Subsidiaries to maintain, compliance in all material respect with all applicable laws, rules or regulations (including any law, rule or regulation with respect to the making or brokering of loans or financial accommodations), and shall, or cause its Subsidiaries to, obtain and maintain all required governmental authorizations, approvals, licenses, franchises, permits or registrations reasonably necessary in connection with the conduct of Borrower's business.

Neither Borrower nor any of its Subsidiaries shall, nor shall Borrower or any of its Subsidiaries permit any Affiliate to, directly or indirectly, knowingly enter into any documents, instruments, agreements or contracts with any Person listed on the OFAC Lists. Neither Borrower nor any of its Subsidiaries shall, nor shall Borrower or any of its Subsidiaries, permit any Affiliate to, directly or indirectly, (i) conduct any business or engage in any transaction or dealing with any Blocked Person, including, without limitation, the making or receiving of any contribution of funds, goods or services to or for the benefit of any Blocked Person, (ii) deal in, or otherwise engage in any transaction relating to, any property or interests in property blocked pursuant to Executive Order No. 13224 or any similar executive order or other Anti-Terrorism Law, or (iii) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in Executive Order No. 13224 or other Anti-Terrorism Law.

Borrower has implemented and maintains in effect policies and procedures designed to ensure compliance by the Borrower, its Subsidiaries and their respective directors, officers, employees and agents with applicable Anti-Corruption Laws and applicable Sanctions, and Borrower, its Subsidiaries and their respective officers and employees and to the knowledge of Borrower its directors and agents, are in compliance with applicable Anti-Corruption Laws and applicable Sanctions in all material respects.

None of Borrower, any of its Subsidiaries or any of their respective directors, officers or employees, or to the knowledge of Borrower, any agent for Borrower or its Subsidiaries that will act in any capacity in connection with or benefit from the credit facility established hereby, is a Sanctioned Person. No Loan, use of proceeds or other transaction contemplated by this Agreement will violate applicable Anti-Corruption Laws or applicable Sanctions.

7.18 Transactions with Affiliates. Borrower shall not and shall not permit any Subsidiary to, directly or indirectly, enter into or permit to exist any transaction of any kind with any Affiliate of Borrower or such Subsidiary on terms that are less favorable to Borrower or such Subsidiary, as the case may be, than those that might be obtained in an arm's length transaction from a Person who is not an Affiliate of Borrower or such Subsidiary; provided that no such restriction shall apply where the value of any transaction with any Affiliate of Borrower is less than Five Hundred Thousand Dollars ($500,000).

7.19 Right to Invest. Right to Invest. Borrower agrees that, prior to the repayment in full of all Term Loan Advances, Lender, any of its affiliates and/or (subject to Borrower's consent, which consent shall not be unreasonably withheld, conditioned or delayed) any other assignees or nominees, shall have the right, in their discretion, to invest up to an aggregate amount of $5,000,000 in any Subsequent Financing on the same terms, conditions and pricing afforded to others participating in any such Subsequent Financing, provided, however, that such aggregate amount for any such Subsequent Financing may be reduced to an amount determined in good faith by the managing underwriter of any such Subsequent Financing if such managing underwriter determines, in its reasonable discretion, that such reduction is required as a result of bona fide marketing factors. Borrower shall notify Lender within twenty-four (24) hours of the public announcement of any such Subsequent Financing and Lender shall notify Borrower of its intention to participate in such Subsequent Financing as soon as possible thereafter, but in any event, not

later than eight (8) hours prior to the pricing of such Subsequent Financing or such earlier time as the managing underwriter shall specify in its reasonable discretion.

7.20 Covenants Regarding uniQure France, ~~and~~ Corlieve AG **and uniQure UK**.

(a) If requested by the Agent, (i) uniQure Holdings shall promptly execute and deliver in favor of Lender a French-law pledge agreement in respect of the shares of uniQure France owned by uniQure Holdings together with such other related documents and filings as may be reasonably requested by the Agent to perfect or give the highest priority to Lender's Lien on such shares (in each case in form and substance reasonably satisfactory to the Agent), ~~and~~ (ii) uniQure Holdings shall promptly execute and deliver in favor of Lender a Swiss-law pledge agreement in respect of the shares of Corlieve AG owned by uniQure Holdings together with such other related documents and filings as may be reasonably requested by the Agent to perfect or give the highest priority to Lender's Lien on such shares (in each case in form and substance reasonably satisfactory to the Agent); provided that in each case such additional steps shall in no event include the opening of a special bank account pledged as an accessory to the financial securities account holding the shares on uniQure France or Corlieve AG owned by uniQure Holdings, **and (iii) uniQure Bio shall promptly execute and deliver in favor of Lender a UK-law pledge agreement in respect of the shares of uniQure UK owned by uniQure Bio together with such other related documents and filings as may be reasonably requested by the Agent to perfect or give the highest priority to Lender's Lien on such shares (in each case in form and substance reasonably satisfactory to the Agent)**.

(b) No Obligor shall be permitted to make any Investment in uniQure France or Corlieve AG or payment pursuant to the Corlieve Sale and Purchase Agreement other than (i) Investments by any Obligor in uniQure France, the proceeds of which shall be used for research and development of the acquired Product (as defined in the Corlieve Sale and Purchase Agreement) and reasonably related activities or to make such payments in the ordinary course of business as are required to comply with applicable laws and regulations, including (for the avoidance of doubt) payment of taxes; provided that such Investments under this clause (i) may not be made if the aggregate amount on deposit in the Corlieve Operating Accounts would exceed €2,500,000; and (ii) any other payments required to be made pursuant to the Corlieve Sale and Purchase Agreement after the 2025 Closing Date in an aggregate amount not to exceed €50,000,000.

(c) No Obligor shall be permitted to make any Investment in uniQure UK other than Investments for the funding of drug inventory, commercial distribution, and reasonably related activities; provided that such Investments may not be made if the aggregate amount on deposit in the Deposit Accounts of uniQure UK would exceed £2,500,000 in the aggregate for a period of more than 15 consecutive Business Days.

(d) **Neither** Corlieve AG ~~**shall not**~~ **nor uniQure UK shall** own any Intellectual Property unless and until it becomes an Obligor pursuant to Section 7.13 hereof.

7.21 Financial Covenants

(a) Minimum Cash. Beginning on April 1, 2026 (the "**Initial Test Date**"), Borrower shall maintain at all times Unrestricted Cash in an amount equal to or greater than sixty five percent

(65%) of aggregate principal amount of the Term Loan Advances; provided that, such percentage shall be reduced to fifty percent (50%) upon the occurrence of the Tranche 2 Milestone, and shall be further reduced to thirty five percent (35%) upon the occurrence of either Commercial Milestone 1 or Commercial Milestone 2. The Initial Test Date shall be extended to January 1, 2027 upon the occurrence of the Financing Milestone.

Compliance with the covenant set forth in the first sentence of this Section 7.21(a) shall be waived for any day to the extent that Borrower maintains a minimum Market Capitalization of at least $1,200,000,000 (for the avoidance of doubt, if Borrower fails to so maintain a minimum Market Capitalization for any day as required by this sentence, then Borrower shall be required to comply with the financial covenant set forth in this Section 7.21(a) for such day).

(b) Performance Covenant. Beginning with the delivery of the monthly Financial Statements in accordance with Section 7.1(a) for the monthly period ending nine (9) months following the occurrence of the Approval Milestone, and tested monthly from and after such date, Borrower shall maintain Net Product Revenue during each consecutive period of six (6) calendar months ended on the last day of such tested month of at least sixty percent (60%) of the Borrower's Commercial Revenue Forecast.

Compliance with the Performance Covenant set forth in this Section 7.21(b) shall be waived for any particular month to the extent that Borrower maintains either (x) (1) a Market Capitalization greater than or equal to $1,200,000,000 for the period beginning on the first day of such month through and including the date on which Borrower has delivered the financial statements pursuant to Section 7.1(a) hereof and (2) Unrestricted Cash in an aggregate amount equal to or greater than sixty percent (60%) of the aggregate principal amount of the Term Loan Advances or (y) Unrestricted Cash in an aggregate amount equal to or greater than one hundred percent (100%) of the aggregate principal amount of the Term Loan Advances.

7.22 Notification of Event of Default. Borrower shall notify Agent promptly, but in any event within three (3) Business Days of the occurrence of any Event of Default.

SECTION 8. EVENTS OF DEFAULT

The occurrence of any one or more of the following events shall be an Event of Default:

8.1 Payments. Borrower fails to pay any amount when due under this Agreement or any of the other Loan Documents unless its failure to pay is caused by administrative or technical error and payment is made within three (3) Business Days of its due date; or

8.2 Covenants. Borrower breaches or defaults in the performance of any covenant or Secured Obligation under this Agreement (other than a breach or default covered by Section 8.1), and (a) with respect to a default under any covenant under this Agreement (other than under Sections 6, 7.1(g), 7.5, 7.6, 7.7, 7.8, 7.9, 7.15, 7.16, 7.17, 7.20(b), 7.21 or 7.22) such default continues for more than 15 Business Days after the earlier of the date on which (i) Agent or Lender has given notice of such default to Borrower and (ii) Borrower has actual knowledge of such default or (b) with respect to a default under any of Sections 6, 7.1(g), 7.5, 7.6, 7.7, 7.8, 7.9, 7.15, 7.16, 7.17, 7.20(b), 7.21 or 7.22, the occurrence of such default; or

8.3 Material Adverse Effect. A circumstance has occurred that would reasonably be expected to have a Material Adverse Effect; or

8.4 Other Loan Documents. The occurrence of any default under any Loan Document (other than this Agreement) and such default continues for more than 15 Business Days after the earlier of (a) Lender has given notice of such default to Borrower, or (b) Borrower has actual knowledge of such default; or

8.5 Representations. Any material representation or warranty made by Borrower in any Loan Document shall have been false or misleading in any material respect when made; or

8.6 Insolvency. Borrower (A) (i) shall make an assignment for the benefit of creditors; or (ii) shall be unable to pay its debts as they become due, or be unable to pay or perform under the Loan Documents, or shall become insolvent; or (iii) shall file a voluntary petition in bankruptcy; or (iv) shall file any petition, answer, or document seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation pertinent to such circumstances; or (v) shall seek or consent to or acquiesce in the appointment of any trustee, receiver, or liquidator of Borrower or of all or any substantial part (i.e., 33-1/3% or more) of the assets or property of Borrower; or (vi) shall cease operations of its business as its business has normally been conducted, or terminate substantially all of its employees; (vii) Borrower or its directors or majority shareholders shall take any action initiating any of the foregoing actions described in clauses (i) through (vi); or (B) either (i) forty-five (45) days shall have expired after the commencement of an involuntary action against Borrower seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, without such action being dismissed or all orders or proceedings thereunder affecting the operations or the business of Borrower being stayed; or (ii) a stay of any such order or proceedings shall thereafter be set aside and the action setting it aside shall not be timely appealed; or (iii) Borrower shall file any answer admitting or not contesting the material allegations of a petition filed against Borrower in any such proceedings; or (iv) the court in which such proceedings are pending shall enter a decree or order granting the relief sought in any such proceedings; or (v) thirty (30) days shall have expired after the appointment, without the consent or acquiescence of Borrower, of any trustee, receiver or liquidator of Borrower or of all or any substantial part of the properties of Borrower without such appointment being vacated; or

8.7 Attachments; Judgments. Any portion of Borrower's assets is attached or seized, or a levy is filed against any such assets (and such attachment, seizure or levy is not lifted or released within 30 days), or a judgment or judgments (no longer subject to appeal) is/are entered for the payment of money, individually or in the aggregate, of at least $2,000,000, unless otherwise waived by Lender in its reasonable discretion, or Borrower is enjoined or in any way prevented by court order from conducting any part of its business; or

8.8 Other Obligations. The occurrence of any default (beyond any applicable grace, appeal or cure periods) under any agreement or obligation of Borrower involving any Indebtedness in excess of $1,000,000, or the occurrence of any default by the Borrower under any agreement or obligation of Borrower that could reasonably be expected to have a Material Adverse Effect.

SECTION 9. REMEDIES

9.1 General. On and at any time after the occurrence of an Event of Default which is continuing (i) Lender may, at its option, accelerate and demand payment of all or any part of the Secured Obligations and together with the Prepayment Charge and End of Term Charge and declare them to be immediately due and payable (provided, that upon the occurrence of an Event of Default of the type described in Section 8.6, all of the Secured Obligations shall automatically be accelerated and made due and payable, in each case without any further notice or act), and (ii) Lender may notify any of Borrower's account debtors to make payment directly to Lender, compromise the amount of any such account on Borrower's behalf and endorse Lender's name without recourse on any such payment for deposit directly to Lender's account.

9.2 Collection; Foreclosure. Unless otherwise agreed in the Collateral Documents, on and at any time after the occurrence of an Events of Default which is continuing, Lender may, at any time or from time to time, apply, collect, liquidate, sell in one or more sales, lease or otherwise dispose of, any or all of the Collateral, in its then condition or following any commercially reasonable preparation or processing, in such order as Lender may elect, in each case to the extent permitted under applicable law. Any such sale may be made either at public or private sale at its place of business or elsewhere. Borrower agrees that any such public or private sale may occur upon ten (10) calendar days' prior written notice to Borrower. Lender may require Borrower to assemble the Collateral and make it available to Lender at a place designated by Lender that is reasonably convenient to Lender and Borrower. The proceeds of any sale, disposition or other realization upon all or any part of the Collateral shall be applied by Lender in the following order of priorities:

First, to Lender in an amount sufficient to pay in full Lender's costs and professionals' and advisors' fees and expenses as described in Section 10.10;

Second, to Lender in an amount equal to the then unpaid amount of the Secured Obligations (including principal, interest, and the Default Rate interest), in such order and priority as Lender may choose in its sole discretion; and

Finally, after the full, final, and indefeasible payment in Cash of all of the Secured Obligations, to any creditor holding a junior Lien on the Collateral, or to Borrower or its representatives or as a court of competent jurisdiction may direct.

Lender shall be deemed to have acted reasonably in the custody, preservation and disposition of any of the Collateral if it complies with the obligations of a secured party under the UCC.

9.3 No Waiver. Lender shall be under no obligation to marshal any of the Collateral for the benefit of Borrower or any other Person, and Borrower expressly waives all rights, if any, to require Lender to marshal any Collateral.

9.4 Cumulative Remedies. The rights, powers and remedies of Lender hereunder shall be in addition to all rights, powers and remedies given by statute or rule of law and are cumulative. The exercise of any one or more of the rights, powers and remedies provided herein shall not be

construed as a waiver of or election of remedies with respect to any other rights, powers and remedies of Lender.

SECTION 10. MISCELLANEOUS

10.1 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective only to the extent and duration of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

10.2 Notice. Except as otherwise provided herein, any notice, demand, request, consent, approval, declaration, service of process or other communication (including the delivery of Financial Statements) that is required, contemplated, or permitted under the Loan Documents or with respect to the subject matter hereof shall be in writing, and shall be deemed to have been validly served, given, delivered, and received upon the earlier of: (i) the day of transmission by facsimile or hand delivery or delivery by an overnight express service or overnight mail delivery service; or (ii) the third calendar day after deposit in the United States mails, with proper first class postage prepaid, in each case addressed to the party to be notified as follows:

If to Agent:	HERCULES CAPITAL, INC. 1 North B Street, Suite 2000 San Mateo, CA 94401 Telephone: [***] Email: [***] Attn: Chief Legal Officer and Bryan Jadot
If to Lender:	HERCULES CAPITAL, INC. HERCULES PRIVATE GLOBAL VENTURE GROWTH FUND I L.P. 1 North B Street, Suite 2000 San Mateo, CA 94401 Telephone: [***] Email: [***] Attn: Chief Legal Officer and Bryan Jadot
If to Borrower:	uniQure biopharma B.V. Attention: Chief Financial Officer Paasheuvelweg 25a 1105 BP Amsterdam The Netherlands
With copy to:	uniQure N.V. Attention: Chief Legal Officer 1 Hartwell Ave. Lexington, MA 02421 USA

Email: [***]

or to such other address as each party may designate for itself by like notice.

10.3 Entire Agreement; Amendments. This Agreement and the other Loan Documents constitute the entire agreement and understanding of the parties hereto in respect of the subject matter hereof and thereof, and supersede and replace in their entirety any prior proposals, term sheets, non-disclosure or confidentiality agreements, letters, negotiations or other documents or agreements, whether written or oral, with respect to the subject matter hereof or thereof (including Lender's proposal letter dated August 28, 2025). None of the terms of this Agreement or any of the other Loan Documents may be amended except by an instrument executed by each of the parties hereto.

10.4 No Strict Construction. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

10.5 No Waiver. The powers conferred upon Lender by this Agreement are solely to protect its rights hereunder and under the other Loan Documents and its interest in the Collateral and shall not impose any duty upon Lender to exercise any such powers. No omission or delay by Lender at any time to enforce any right or remedy reserved to it, or to require performance of any of the terms, covenants or provisions hereof by Borrower at any time designated, shall be a waiver of any such right or remedy to which Lender is entitled, nor shall it in any way affect the right of Lender to enforce such provisions thereafter.

10.6 Survival. All agreements, representations and warranties contained in this Agreement and the other Loan Documents or in any document delivered pursuant hereto or thereto shall be for the benefit of Lender and shall survive the execution and delivery of this Agreement and the expiration or other termination of this Agreement.

10.7 Successors and Assigns. The provisions of this Agreement and the other Loan Documents shall inure to the benefit of and be binding on Borrower and its permitted assigns (if any). Borrower shall not assign its obligations under this Agreement or any of the other Loan Documents without Lender's express prior written consent, and any such attempted assignment shall be void and of no effect. Lender may assign, transfer, or endorse its rights hereunder and under the other Loan Documents without prior notice to Borrower, and all of such rights shall inure to the benefit of Lender's successors and assigns.

10.8 Governing Law. This Agreement and the other Loan Documents shall be governed by, and construed and enforced in accordance with, the laws of the Netherlands.

10.9 Jurisdiction. The courts (*Rechtbank*) of Amsterdam, the Netherlands, subject to ordinary appeal and final appeal shall have exclusive jurisdiction to hear and determine any suit, action or proceeding and to settle any disputes arising out of or in connection with this Agreement and the other Loan Documents (including a dispute regarding the existence, validity or termination

of this Agreement or the consequences of its nullity) and, for such purposes, each of the parties hereto irrevocably submits to the exclusive jurisdiction of such courts. This Section is for the benefit of the Lender only. As a result, the Lender may take proceedings relating to a dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions.

10.10 Professional Fees. Borrower promises to pay Lender's documented out-of-pocket fees and expenses necessary to finalize the loan documentation, including but not limited to reasonable documented attorneys' fees, UCC searches, filing costs, and other miscellaneous expenses up to a maximum amount of $10,000 and Agent confirms as of the Restatement Date that there are no other legal fees owing as of such date. In addition, Borrower promises to pay any and all reasonable documented attorneys' and other professionals' fees and expenses (including fees and expenses of in-house counsel) incurred by Lender after the Restatement Date in connection with or related to: (a) the Loan; (b) the administration, collection, or enforcement of the Loan; (c) the amendment or modification of the Loan Documents; (d) any waiver, consent, release, or termination under the Loan Documents; (e) the protection, preservation, sale, lease, liquidation, or disposition of Collateral or the exercise of remedies with respect to the Collateral; (f) any legal, litigation, administrative, arbitration, or out of court proceeding in connection with or related to Borrower or the Collateral, and any appeal or review thereof; and (g) any bankruptcy, restructuring, reorganization, assignment for the benefit of creditors, workout, foreclosure, or other action related to Borrower, the Collateral, the Loan Documents, including representing Lender in any adversary proceeding or contested matter commenced or continued by or on behalf of Borrower's estate, and any appeal or review thereof.

10.11 Confidentiality. Lender acknowledges that all financial statements provided to Lender by Borrower and certain items of Collateral and information provided to Lender by Borrower are confidential and proprietary information of Borrower, if and to the extent such information either (x) is marked as confidential by Borrower at the time of disclosure, or (y) should reasonably be understood to be confidential (the "**Confidential Information**"). Accordingly, Lender agrees that any Confidential Information it may obtain in the course of acquiring, administering, or perfecting Lender's security interest in the Collateral shall not be disclosed to any other person or entity in any manner whatsoever, in whole or in part, without the prior written consent of Borrower, except that Lender may disclose any such information: (a) to its own directors, officers, employees, accountants, counsel and other professional advisors and to its affiliates if Lender in its sole discretion determines that any such party should have access to such information in connection with such party's responsibilities in connection with the Loan or this Agreement and, provided that such recipient of such Confidential Information either (i) agrees to be bound by the confidentiality provisions of this paragraph or (ii) is otherwise subject to confidentiality restrictions that reasonably protect against the disclosure of Confidential Information; (b) if such information is generally available to the public; (c) if required or appropriate in any report, statement or testimony submitted to any governmental authority having or claiming to have jurisdiction over Lender; (d) if required or appropriate in response to any summons or subpoena or in connection with any litigation, to the extent permitted or deemed advisable by Lender's counsel; (e) to comply with any legal requirement or law applicable to Lender; (f) to the extent reasonably necessary in connection with the exercise of any right or remedy under any Loan Document, including Lender's sale, lease, or other disposition of Collateral after the occurrence and during the continuance of an Event of Default; (g) to any

participant or assignee of Lender or any prospective participant or assignee; provided, that such participant or assignee or prospective participant or assignee agrees in writing to be bound by this Section prior to disclosure; or (h) otherwise with the prior consent of Borrower; provided, that any disclosure made in violation of this Agreement shall not affect the obligations of Borrower or any of its affiliates or any guarantor under this Agreement or the other Loan Documents.

10.12 Assignment of Rights. Borrower acknowledges and understands that Lender may sell and assign all or part of its interest hereunder and under the Loan Documents to any person or entity (an "**Assignee**"). After such assignment the term "Lender" as used in the Loan Documents shall mean and include such Assignee, and such Assignee shall be vested with all rights, powers and remedies of Lender hereunder with respect to the interest so assigned; but with respect to any such interest not so transferred, Lender shall retain all rights, powers and remedies hereby given. No such assignment by Lender shall relieve Borrower of any of its obligations hereunder. Lender agrees that in the event of any transfer by it of the Note(s) (if any), it will endorse thereon a notation as to the portion of the principal of the Note(s), which shall have been paid at the time of such transfer and as to the date to which interest shall have been last paid thereon.

10.13 Revival of Secured Obligations. This Agreement and the Loan Documents shall remain in full force and effect and continue to be effective if any petition is filed by or against Borrower for liquidation or reorganization, if Borrower becomes insolvent or makes an assignment for the benefit of creditors, if a receiver or trustee is appointed for all or any significant part of Borrower's assets, or if any payment or transfer of Collateral is recovered from Lender. The Loan Documents and the Secured Obligations and Collateral security shall continue to be effective, or shall be revived or reinstated, as the case may be, if at any time payment and performance of the Secured Obligations or any transfer of Collateral to Lender, or any part thereof is rescinded, avoided or avoidable, reduced in amount, or must otherwise be restored or returned by, or is recovered from, Lender or by any obligee of the Secured Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment, performance, or transfer of Collateral had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, avoided, avoidable, restored, returned, or recovered, the Loan Documents and the Secured Obligations shall be deemed, without any further action or documentation, to have been revived and reinstated except to the extent of the full, final, and indefeasible payment to Lender in Cash.

10.14 Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument.

10.15 Publicity.

(a) Borrower consents to the publication and use by Lender and any of its member businesses and affiliates of (i) Borrower's name (including a brief description of the relationship between Borrower and Lender) and logo for use on Lender's website and as required for the purposes of filings with or reports to governmental authorities required by law, and (ii) after review and approval by Borrower (a) Borrower's name and a hyperlink to Borrower's web site, separately or together, in written and oral presentations, advertising, promotional and marketing

materials, client lists, public relations materials or on its web site (together, the "**Lender Publicity Materials**"); (b) the names of officers of Borrower in the Lender Publicity Materials; and (c) Borrower's name, trademarks or servicemarks in any news release concerning Lender.

(b) Neither Borrower nor any of its member businesses and affiliates shall, without Lender's consent, publicize or use, for any purpose other than filings with or reports to governmental authorities required by law and the rules of any applicable securities commission or securities exchange, (i) Lender's name (including a brief description of the relationship between Borrower and Lender), logo or hyperlink to Lender's web site, separately or together, in written and oral presentations, advertising, promotional and marketing materials, client lists, public relations materials or on its web site (together, the "**Borrower Publicity Materials**"); (ii) the names of officers of Lender in the Borrower Publicity Materials; and (iii) Lender's name, trademarks, servicemarks in any news release concerning Borrower.

10.16 Existing Loan and Security Agreement Amended and Restated. Upon satisfaction of the conditions precedent to the effectiveness of this Agreement, (a) this Agreement shall amend and restate the Existing Loan and Security Agreement in its entirety (except to the extent that definitions from the Existing Loan and Security Agreement are incorporated herein by reference) and (b) the rights and obligations of the parties under the Existing Loan and Security Agreement shall be subsumed within, and be governed by, this Agreement; provided, however, that the Borrower hereby agrees that all Secured Obligations of the Borrower under, and as defined in, the Existing Loan and Security Agreement and the other Loan Documents shall remain outstanding, shall constitute continuing Secured Obligations secured by the Collateral, and this Agreement shall not be deemed to evidence or result in a novation or repayment and re-borrowing of such obligations and other liabilities. Borrower hereby acknowledges and reaffirms each and every Loan Document entered into in connection with the Existing Loan and Security Agreement and acknowledges that each such Loan Document remains in full force and effect and enforceable against Borrower in accordance with its respective terms after giving effect to the execution and delivery of this Agreement without further action by Lender, Borrower or any other Person. All reference to the "Loan and Security Agreement" in each such Loan Document shall be deemed to be a reference to this Agreement.

10.17 Agency. Lender hereby irrevocably appoints HERCULES CAPITAL, INC. to act on its behalf as agent hereunder and under the other Loan Documents and authorizes the agent to take such actions on its behalf and to exercise such powers as are delegated to the agent by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto.

(SIGNATURES TO FOLLOW)

AGENT:

HERCULES CAPITAL, INC.

Signature: _____

Print Name: [***]

Title: [***]

LENDER:

HERCULES CAPITAL, INC.

Signature: _____

Print Name: [***]

Title: [***]

HERCULES PRIVATE GLOBAL VENTURE GROWTH FUND I L.P.

By: Hercules Private Global Venture Growth Fund GP I LLC, its general partner

By: Hercules Adviser LLC, its sole member

Signature: _____

Print Name: [***]
Title: [***]

IN WITNESS WHEREOF, the Obligors and Lender have duly executed and delivered this Loan and Security Agreement as of the day and year first above written.

BORROWER:

UNIQURE BIOPHARMA B.V.

Signature: _____
Print Name: Christian Klemt
Title: Chief Financial Officer,
Director

UNIQURE, INC.

Signature: _____
Print Name: Matt Kapusta
Title: Chief Executive Officer

OBLIGORS:

UNIQURE N.V. (formerly uniQure B.V.)

Signature: _____
Print Name: Matt Kapusta
Title: Chief Executive Officer

UNIQURE IP B.V.

Signature: _____
Print Name: Matt Kapusta
Title: Chief Executive Officer

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EXHIBIT A
ADVANCE REQUEST

To: Lender: Date: _____, 202_

HERCULES CAPITAL, INC.
HERCULES PRIVATE GLOBAL VENTURE GROWTH FUND I L.P.
1 North B Street, Suite 2000
San Mateo, CA 94401
Telephone: [***]
Email: [***]
Attn: Chief Legal Officer and Bryan Jadot

UNIQURE BIOPHARMA B.V., and UNIQURE, INC., (hereinafter collectively referred to as "**Borrower**") hereby requests from [HERCULES CAPITAL, INC.][HERCULES PRIVATE GLOBAL VENTURE GROWTH FUND I L.P.] ("**Lender**") a Term Loan Advance in the amount of _____Dollars ($_____) on _____ (the "**Advance Date**") pursuant to the Third Amended and Restated Loan and Security Agreement between, among others, Borrower and Lender (the "**Agreement**"). Capitalized words and other terms used but not otherwise defined herein are used with the same meanings as defined in the Agreement.

Please:

(a) Issue a check payable to Borrower _____

or

(h) Wire Funds to Borrower's account _____

Bank: _____
Address: _____
ABA Number: _____
Account Number: _____
Account Name: _____

Borrower represents that the conditions precedent to the Term Loan Advance set forth in the Agreement are satisfied and shall be satisfied upon the making of such Term Loan Advance, including but not limited to: (i) that no event that has had or could reasonably be expected to have a Material Adverse Effect has occurred and is continuing; (ii) that the representations and warranties set forth in the Agreement are and shall be true and correct in all material respects on and as of the Advance Date with the same effect as though made on and as of such date, except to the extent such representations and warranties expressly relate to an earlier date; (iii) that Borrower is in compliance with all the terms and provisions set forth in each Loan Document on its part to be observed or performed; and (iv) that as of the Advance Date, no fact or condition exists that would (or would, with the passage of time, the giving of notice, or both) constitute an Event of Default under the Loan Documents. Borrower understands and acknowledges that Lender has the right to review the financial information supporting this representation and, based upon such review in its reasonable discretion, Lender may decline to fund the requested Term Loan Advance.

Borrower hereby represents that Borrower's corporate status and principal place of business have not changed since the date of the Agreement or, if the Attachment to this Advance Request is completed, are as set forth in the Attachment to this Advance Request.

Borrower agrees to notify Lender promptly before the funding of the Term Loan Advance if any of the matters which have been represented above shall not be true and correct on the Advance Date and if Lender has received no such notice before the Advance Date then the statements set forth above shall be deemed to have been made and shall be deemed to be true and correct as of the Advance Date.

Executed as of [_____], 202__

BORROWER:

UNIQURE BIOPHARMA B.V.

Signature: _____
Print Name: Christian Klemt
Title: Chief Financial Officer, Director

UNIQURE, INC.

Signature: _____
Print Name: Matt Kapusta
Title: Chief Executive Officer

ATTACHMENT TO ADVANCE REQUEST

Dated: _____

Borrower hereby represents and warrants to Lender that Borrower's current name and organizational status is as follows:

Name: _____

Type of organization: _____

State of organization: _____

Organization file number: _____

Borrower hereby represents and warrants to Lender that the street addresses, cities, states and postal codes of its current locations are as follows:

EXHIBIT B
THIRD AMENDED AND RESTATED PROMISSORY NOTE

$_____ Maturity Date: _____, 20__

FOR VALUE RECEIVED, (i) UNIQURE BIOPHARMA B.V., a private limited liability company incorporated and existing under the laws of the Netherlands, having its corporate seat at Amsterdam, the Netherlands and registered at the trade register of the Chamber of Commerce for Amsterdam under number 34275365 ("**uniQure Bio**"), (ii) UNIQURE, Inc., a Delaware corporation ("**US Borrower**" and together with uniQure Bio hereinafter collectively referred to as "**Borrower**") hereby promises to pay to the order of HERCULES PRIVATE GLOBAL VENTURE GROWTH FUND I L.P., a Delaware limited partnership][HERCULES CAPITAL, INC., a Maryland corporation] (the "Lender") or the holder of this Third Amended and Restated Promissory Note (this "**Promissory Note**") at 1 North B Street, Suite 2000, San Mateo, CA 94401 or such other place of payment as the holder of this Promissory Note may specify from time to time in writing, in lawful money of the United States of America, the principal amount of _____ Dollars ($_____) or such other principal amount as Lender has advanced to

Borrower, together with interest at a floating rate as set forth in Section 2.1(d) of the Loan Agreement referenced below.

This Promissory Note is the Note referred to in, and is executed and delivered in connection with, that certain Third Amended and Restated Loan and Security Agreement dated December 15, 2021, by and between, among others, Borrower and Lender (as the same may from time to time be amended, modified or supplemented in accordance with its terms, the "**Loan Agreement**"), and is entitled to the benefit and security of the Loan Agreement and the other Loan Documents (as defined in the Loan Agreement), to which reference is made for a statement of all of the terms and conditions thereof. All payments shall be made in accordance with the Loan Agreement. All terms defined in the Loan Agreement shall have the same definitions when used herein, unless otherwise defined herein. An Event of Default under the Loan Agreement shall constitute a default under this Promissory Note.

Borrower agrees to make all payments under this Promissory Note without setoff, recoupment or deduction and regardless of any counterclaim or defense. This Promissory Note has been negotiated and delivered to Lender and is payable in the State of California. This Promissory Note shall be governed by and construed and enforced in accordance with, the laws of

the Netherlands, excluding any conflicts of law rules or principles that would cause the application of the laws of any other jurisdiction.

BORROWER:

UNIQURE BIOPHARMA B.V.

Signature: _____
Print Name: Christian Klemt
Title: Chief Financial Officer, Director

UNIQURE, INC.

Signature: _____
Print Name: Matt Kapusta
Title: Chief Executive Officer

EXHIBIT C
NAME, LOCATIONS, AND OTHER INFORMATION FOR BORROWER

1. US Borrower represents and warrants to Agent that its current name and organizational status as of the2025 Closing Date is as follows:

Name:	UNIQURE, INC.
Type of organization:	Corporation
State of organization:	Delaware
Organization file number:	5330494

2. uniQure Bio represents and warrants to Agent that its current name and organizational status as of the 2025 Closing Date is as follows:

Name:	UNIQURE BIOPHARMA B.V.
Type of organization:	Private Limited Company
State of organization:	The Netherlands
Organization file number:	34275365

3. Borrower represents and warrants to Agent that for five (5) years prior to the 2025 Closing Date, Borrower did not do business under any other name or organization or form.

4. Borrower represents and warrants to Agent that on the 2025 Closing Date its principal executive office is at Paasheuvelweg 25a, 1105 BP Amsterdam, the Netherlands.

EXHIBIT D
BORROWER'S PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES

[PROVIDED SEPARATELY]

EXHIBIT E
BORROWER'S DEPOSIT ACCOUNTS AND INVESTMENT ACCOUNTS

[***]

EXHIBIT F
COMPLIANCE CERTIFICATE

Hercules Capital, Inc. (as "Agent")
1 North B Street, Suite 2000
San Mateo, CA 94401
Telephone: [***]
Email: [***]
Attn: Chief Legal Officer and Bryan Jadot

Reference is made to that certain Third Amended and Restated Loan and Security Agreement dated December 15, 2021 and the Loan Documents (as defined therein) entered into in connection with such Third Amended and Restated Loan and Security Agreement all as may be amended from time to time (hereinafter referred to collectively as the "Loan Agreement") by and among Hercules Capital, Inc. (the "Agent"), the several banks and other financial institutions or entities from time to time party thereto (collectively, the "Lender") and Hercules Capital, Inc., as agent for the Lender (the "Agent") and UNIQURE BIOPHARMA B.V. and UNIQURE, Inc., (hereinafter collectively referred to as "Borrower"), as Borrower. All capitalized terms not defined herein shall have the same meaning as defined in the Loan Agreement.

The undersigned is an Officer of UNIQURE N.V., knowledgeable of all UNIQURE N.V.'s financial matters, and is authorized to provide certification of information regarding UNIQURE N.V.; hereby certifies that in accordance with the terms and conditions of the Loan Agreement, UNIQURE N.V. is in compliance for the period ending _____ of all covenants, conditions and terms and hereby reaffirms that all representations and warranties contained therein are true and correct in all material respects on and as of the date of this Compliance Certificate with the same effect as though made on and as of such date, except to the extent such representations and warranties expressly relate to an earlier date, after giving effect in all cases to any standard(s) of materiality contained in the Loan Agreement as to such representations and warranties. Attached are the required documents supporting the above certification. The undersigned further certifies that these are prepared in accordance with Accounting Standards (except for the absence of footnotes with respect to unaudited financial statement and subject to normal year-end adjustments) and are consistent from one period to the next except as explained below.

REPORTING REQUIREMENT	REQUIRED	CHECK IF ATTACHED
Interim Financial Statements	Monthly within 30 days	
Interim Financial Statements	Quarterly within 60 days	
Audited Financial Statements	FYE within 180 days	

ACCOUNTS OF BORROWER AND ITS SUBSIDIARIES AND AFFILIATES

The undersigned hereby also confirms, on behalf of UNIQURE N.V., that the below disclosed accounts represent all depository accounts and securities accounts presently open in the name of each Borrower or Borrower's Subsidiary/Affiliate (to the extent such Subsidiary/Affiliate is an Obligor), as applicable.

Each new account that has been opened since delivery of the previous Compliance Certificate is designated below with a "*".

		Depository AC #	Financial Institution	Account Type (Depository / Securities)	Last Month Ending Account Balance	Purpose of Account	Excluded Account (Y/N)
BORROWER Name/Address:							
	1						
	2						
	3						
	4						
	5						
	6						
	7						
OBLIGOR Name/Address							
	1						
	2						
	3						
	4						
	5						
	6						
	7						

FINANCIAL COVENANTS [1]

Borrower Minimum Unrestricted Cash: $_____ (Minimum: $_____)

Complies: ___ Yes ___ No

[1] Borrower is not required to comply with these financial covenants if the circumstances specified in Sections 7.21(a) and 7.21(b) of the Loan Agreement apply.

Borrower Net Product Revenue during each consecutive period of six (6) calendar months ended on the last day of such tested month: % of Borrower's Commercial Revenue Forecast_____

Complies: ___ Yes ___ No

Very Truly Yours,

UNIQURE N.V.

Signature: _____

Print Name: _____

Title: _____

EXHIBIT G
FORM OF JOINDER AGREEMENT

This Joinder Agreement (the "**Joinder Agreement**") is made and dated as of [_____], 20[___], and is entered into by and between _____, a _____ corporation ("**Subsidiary**"), and HERCULES CAPITAL, Inc., a Maryland corporation, as agent on behalf itself and other lenders ("**Agent**").

RECITALS

A. Subsidiary's Affiliates, (i) UNIQURE BIOPHARMA B.V., and UNIQURE, INC., (hereinafter collectively referred to as "**Borrower**") have, among others, entered into that certain Third Amended and Restated Loan and Security Agreement dated December 15, 2021, with the lenders party thereto, as such agreement may be amended (the "**Loan Agreement**"), together with the other agreements executed and delivered in connection therewith;

B. Subsidiary acknowledges and agrees that it will benefit both directly and indirectly from Borrower's execution of the Loan Agreement and the other agreements executed and delivered in connection therewith;

AGREEMENT

NOW THEREFORE, Subsidiary and Agent agree as follows:

1. The recitals set forth above are incorporated into and made part of this Joinder Agreement. Capitalized terms not defined herein shall have the meaning provided in the Loan Agreement.

2. By signing this Joinder Agreement, Subsidiary shall be bound by the terms and conditions of the Loan Agreement the same as if it were the Borrower (as defined in the Loan Agreement) under the Loan Agreement, mutatis mutandis, provided however, that Agent shall have no duties, responsibilities or obligations to Subsidiary arising under or related to the Loan Agreement or the other agreements executed and delivered in connection therewith. Rather, to the extent that Agent has any duties, responsibilities or obligations arising under or related to the Loan Agreement or the other agreements executed and delivered in connection therewith, those duties, responsibilities or obligations shall flow only to Borrower and not to Subsidiary or any other person or entity. By way of example (and not an exclusive list): (a) Agent's providing notice to Borrower in accordance with the Loan Agreement or as otherwise agreed between Borrower and Agent shall be deemed provided to Subsidiary; (b) no Lender providing a Term Loan Advance to Borrower shall be deemed a Term Loan Advance to Subsidiary; and (c) Subsidiary shall have no right to request a Term Loan Advance or make any other demand on Agent or any Lender.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO JOINDER AGREEMENT]

SUBSIDIARY:

By: _____
Name: _____
Title: _____
Address: _____
Telephone: _____
Facsimile: _____

HERCULES CAPITAL, INC., as agent for Lender

By:
Name:
Title:

Address:
1 North B Street, Suite 2000
San Mateo, CA 94401
Telephone: [***]
Email: [***]

EXHIBIT H
ACH DEBIT AUTHORIZATION AGREEMENT

Hercules Capital, Inc. (as "Agent")
1 North B Street, Suite 2000
San Mateo, CA 94401
Telephone: [***]
Email: [***]
Attn: Chief Legal Officer and Bryan Jadot

Re: Third Amended and Restated Loan and Security Agreement dated December 15, 2021 between, among others, (i) UNIQURE BIOPHARMA B.V., and UNIQURE, INC., (hereinafter collectively referred to as "**Borrower**"), the lenders party thereto and HERCULES CAPITAL, INC. as agent for itself and the lenders ("**Agent**") (the "**Agreement**")

In connection with the above referenced Agreement, Borrower hereby authorizes Agent to initiate debit entries for the periodic payments due under the Agreement to Borrower's account indicated below. Borrower authorizes the depository institution named below to debit to such account.

DEPOSITORY NAME	BRANCH
CITY	STATE AND ZIP CODE
TRANSIT/ABA NUMBER	ACCOUNT NUMBER

This authority will remain in full force and effect so long as any amounts are due under the Agreement.

(Borrower)(Please Print)

By: _____

Date: _____

EXHIBIT I
DELIVERY INSTRUCTIONS

The Compliance Certificate shall be uploaded and executed via Lumonic[2] (or any such system designated by Agent in writing from time to time). All other financial reports required to be furnished to Agent pursuant to Section 7.1 shall be submitted via Lumonic (or any such system designated by Agent in writing from time to time).

The Compliance Certificate and other financial reports required to be furnished to Agent pursuant to Section 7.1 may be sent to [***] with a copy to [***], should access to Lumonic be temporarily unavailable.

[2] All references to Lumonic shall be interpreted as the Portfolio Management Software currently in use by Agent. Lumonic can be reached at the following URL: https://lumonic.com/

SCHEDULE 1
LIST OF SUBSIDIARIES

1. **UNIQURE IP B.V.,** a private company with limited liability *(beslaten vennootschap met beperkte aansprakelijkheid),* incorporated under Dutch law, having its seat *(statutaire zetel)* in Amsterdam, The Netherlands, and its registered office at Paasheuvelweg 25a, 1105 BP Amsterdam, and registered with the Dutch Commercial Register *(Handelsregister)* under number 34275369

2. **UNIQURE BIOPHARMA B.V.,** a private company with limited liability *(besloten vennootschap met beperkte aansprakelijkheid),* incorporated under Dutch law, having its seat *(statutaire zetel)* in Amsterdam, The Netherlands, and its registered office at Paasheuvelweg 25a, 1105 BP Amsterdam, and registered with the Dutch Commercial Register *(Handelsregister)* under number 34275365

3. **UNIQURE, INC.,** a Delaware corporation, having its registered office in the State of Delaware at 1 Hartwell Place, Lexington, MA 02421 under number 5330494

4. **UNIQURE FRANCE SAS**, a société par actions simplifiée formed under the laws of France.

5. **Corlieve Therapeutics AG,** a company limited by shares (*aktiengesellschaft*) organized under the laws of Switzerland, it being understood, consented to, and agreed that such entity is undergoing a legal entity conversion and name change to become uniQure Switzerland GmbH, a limited liability company (*gesellschaft mit berschrankter haftung*) organized under the laws of Switzerland.

SCHEDULE 1.1
COMMITMENTS

TERM LOAN ADVANCES

LENDER	**TRANCHE 1 ADVANCES**	**TRANCHE 2 ADVANCES**	**TRANCHE 3 ADVANCES***
HERCULES CAPITAL, INC.	$27,500,000	$55,000,000	$25,000,000
HERCULES PRIVATE CREDIT FUND 1 L.P.	$10,000,000	$20,000,000	
HERCULES PRIVATE GLOBAL VENTURE GROWTH FUND I L.P.	$7,500,000	$15,000,000	
HERCULES VENTURE GROWTH CREDIT OPPORTUNITIES FUND 1 L.P.	$2,500,000	$5,000,000	
HERCULES GROWTH LENDING FUND IV LP	$2,500,000	$5,000,000	
TOTAL	$50,000,000	$100,000,000	$25,000,000

*Only following and conditioned on approval by Lenders' investment committee in its sole discretion,

SCHEDULE 1A
INDEBTEDNESS

Not applicable

SCHEDULE 1B
INVESTMENTS

Not applicable

SCHEDULE 1C
LIENS

[***]

SCHEDULE 5.3
CONSENTS, ETC.

Not applicable

SCHEDULE 5.5
ACTIONS BEFORE GOVERNMENTAL AUTHORITIES

Not applicable

SCHEDULE 5.8
TAX MATTERS

Not applicable

SCHEDULE 5.9
INTELLECTUAL PROPERTY CLAIMS

[***]

SCHEDULE 5.10
INTELLECTUAL PROPERTY

Not applicable

SCHEDULE 5.11
BORROWER PRODUCTS

[***]

SCHEDULE 5.14
CAPITALIZATION

Capitalization – see Annual Report on Form 10-K filed with the SEC on February 27, 2025, and Quarterly Reports on Form 10-Q filed with the SEC on May 9, 2025 and July 29, 2025.

Subsidiaries – see Schedule 1