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30xbrli:sharesiso4217:USDiso4217:EURxbrli:purequre:employeequre:Milestoneiso4217:USDxbrli:sharesiso4217:EURxbrli:sharesTable of Contentsâ€‹UNITED STATESSECURITIES AND EXCHANGE COMMISSIONWashington D.C. 20549â€‹FORM 10-Q (Mark One)â€‹â˜'QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934â€‹â€‹â€‹For the quarterly period ended June 30, 2024â€‹â€‹â€‹ORâ€‹â€‹â˜TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934â€‹â€‹â€‹For the transition period from _______ to _______â€‹â€‹â€‹Commission file number: 001-36294â€‹uniQure N.V.(Exact name of Registrant as specified in its charter)â€‹ The Netherlands (State or other jurisdiction of incorporation or organization)Not applicable (I.R.S. Employer Identification No.)â€‹Paasheuvelweg 25a1105 BP Amsterdam, The Netherlands(Address of principal executive offices) (Zip Code)â€‹+31-20-240-6000(Registrantâ€™s telephone number, including area code)â€‹Securities registered pursuant to Section 12(b) of the Act:â€‹â€‹â€‹â€‹Title of each class:â€‹Trading Symbol(s)â€‹Name of each exchange on which registeredOrdinary Shares, par value â‚¬0.05â€‹QUREâ€‹The Nasdaq Stock Market LLC (The Nasdaq Global Select Market)â€‹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.Â Â Â Yes âŒ§ No â—». Â â€‹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 (Â§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files).Â Â Â Â Yes âŒ§ No â—». Â â€‹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 â€œlarge accelerated filerâ€ â€œaccelerated filerâ€ and â€œsmaller reporting companyâ€ and â€œemerging growth companyâ€ in Rule 12b-2 of the Exchange Act.â€‹Large accelerated filerÂ Â â—»Accelerated filerÂ Â âŒ§Non-accelerated filer â—»â€‹Smaller reporting companyÂ â˜Emerging growth company â˜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 Â â—»â€‹Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act.)Â Â Â Yes â˜ No âŒ§â€‹As of July 29, 2024, the registrant had 48,697,619 ordinary shares, par value â‚¬0.05, outstanding.â€‹â€‹â€‹Table of ContentsTABLE OF CONTENTSâ€‹Â Â Â Â â€‹Â Â Â Â Pageâ€‹â€‹PART I â€" FINANCIAL INFORMATIONâ€‹â€‹â€‹â€‹â€‹â€‹â€‹Item 1â€‹Financial Statementsâ€‹2â€‹â€‹â€‹â€‹â€‹Item 2â€‹Managementâ€™s Discussion and Analysis of Financial Condition and Results of Operationsâ€‹19â€‹â€‹â€‹â€‹â€‹Item 3â€‹Quantitative and Qualitative Disclosures About Market Riskâ€‹37â€‹â€‹â€‹â€‹â€‹Item 4â€‹Controls and Proceduresâ€‹37â€‹â€‹â€‹â€‹â€‹â€‹â€‹PART II â€" OTHER INFORMATIONâ€‹â€‹â€‹â€‹â€‹â€‹â€‹Item 1â€‹Legal Proceedingsâ€‹38â€‹â€‹â€‹â€‹â€‹Item 1Aâ€‹Risk Factorsâ€‹38â€‹â€‹â€‹â€‹â€‹Item 2â€‹Unregistered Sales of Equity Securities, Use of Proceeds, and Issuer Purchases of Equity Securitiesâ€‹80â€‹â€‹â€‹â€‹â€‹Item 3â€‹Defaults Upon Senior Securitiesâ€‹80â€‹â€‹â€‹â€‹â€‹Item 4â€‹Mine Safety Disclosuresâ€‹80â€‹â€‹â€‹â€‹â€‹Item 5â€‹Other Informationâ€‹80â€‹â€‹â€‹â€‹â€‹Item 6â€‹Exhibitsâ€‹80â€‹â€‹â€‹â€‹Table of ContentsSPECIAL CAUTIONARY NOTICE REGARDING FORWARD-LOOKING STATEMENTSâ€‹This Quarterly Report on FormÂ 10-Q contains â€œforward-looking statementsâ€ as defined under 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 â€œbelieves,â€ â€œexpects,â€ â€œanticipates,â€ â€œplans,â€ â€œmay,â€ â€œwill,â€ â€œprojects,â€ â€œcontinues,â€ â€œestimates,â€ â€œpotential,â€ â€œopportunityâ€ and similar expressions. These forward-looking statements, include, but are not limited to, statements concerning: our ability to fund our future operations; our financial position, revenues, costs, expenses, 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 or completion of or availability of results from any preclinical studies and clinical trials or for the submission, review or approval of any regulatory filing; the timing of, and our ability to, obtain and maintain regulatory approvals for any of our product candidates; the potential benefits that may be derived from any of our product candidates; our strategies, prospects, plans, goals, expectations, forecasts or objectives; our collaboration, royalty financing and license agreements; our ability to identify and develop new product candidates and technologies; our intellectual property position; our commercialization, marketing and manufacturing capabilities and strategy; our estimates regarding future expenses and needs for additional financing; our restructuring efforts and the results of our strategic review, including the divestment of our Lexington facility; our ability to identify, recruit and retain key personnel; our financial performance; and our liquidity and working capital requirements.Forward-looking statements are only predictions based on managementâ€™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 â€œRisk Factors,â€ as well as those discussed in Part I, Item 2 â€œManagementâ€™s Discussion and Analysis of Financial Condition and Results of Operationsâ€ 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 â€œSECâ€), including our most recent Annual Report on Form 10-K filed with the SEC on February 28, 2024 (the â€œAnnual Reportâ€), 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 â€œPart I, Item 1A. Risk Factors,â€ 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 release publicly any revisions to these forward-looking statements after completion of the filing of this Quarterly Report on FormÂ 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.â€‹1Table of ContentsPart I â€" FINANCIAL INFORMATIONâ€‹Item 1.Financial StatementsuniQure N.V.UNAUDITED CONSOLIDATED BALANCE SHEETSâ€‹â€‹â€‹â€‹â€‹â€‹â€‹JuneÂ 30,Â â€‹DecemberÂ 31,Â â€‹Â Â Â Â 2024Â Â Â Â 2023â€‹â€‹(in thousands, except share and per share amounts)Current assetsâ€‹â€‹â€‹â€‹â€‹â€‹Cash and cash equivalentsâ€‹$ 287,877â€‹$ 241,360Current investment securitiesâ€‹â€‹ 236,553â€‹â€‹ 376,532Accounts receivableâ€‹â€‹ 7,850â€‹â€‹ 4,193Inventories, netâ€‹â€‹ â€"â€‹â€‹ 12,024Prepaid expensesâ€‹â€‹ 18,278â€‹â€‹ 15,089Assets held for saleâ€‹â€‹ 37,964â€‹â€‹ â€"Other current assets and receivablesâ€‹â€‹ 3,446â€‹â€‹ 2,655Total current assetsâ€‹â€‹ 591,968â€‹â€‹ 651,853Non-current assetsâ€‹â€‹â€‹â€‹â€‹Property, plant and equipment, net of accumulated depreciation of $27.9 million as of June 30, 2024 and $55.7 million as of December 31, 2023â€‹â€‹ 26,186â€‹â€‹ 46,548Operating lease right-of-use assetsâ€‹â€‹ 14,925â€‹â€‹ 28,789Intangible assets, net, including in-process research and development asset of $57.4 million as of June 30, 2024 and $59.1 million as of December 31, 2023â€‹â€‹ 58,659â€‹â€‹ 60,481Goodwillâ€‹â€‹ 23,112â€‹â€‹ 26,379Deferred tax assets, netâ€‹â€‹ 10,718â€‹â€‹ 12,276Other non-current assetsâ€‹â€‹ 5,278â€‹â€‹ 5,363Total non-current assets â€‹â€‹ 138,878â€‹â€‹ 179,836Total assetsâ€‹$ 730,846â€‹$ 831,689Current liabilitiesâ€‹â€‹â€‹â€‹â€‹â€‹Accounts payableâ€‹$ 4,407â€‹$ 6,586Accrued expenses and other current liabilitiesâ€‹â€‹ 26,491â€‹â€‹ 30,534Current portion of contingent considerationâ€‹â€‹ 28,060â€‹â€‹ 28,211Current portion of operating lease liabilitiesâ€‹â€‹ 3,625â€‹â€‹ 8,344Liabilities held for saleâ€‹â€‹ 17,885â€‹â€‹ â€"Total current liabilitiesâ€‹â€‹ 80,468â€‹â€‹ 73,675Non-current liabilitiesâ€‹â€‹â€‹â€‹â€‹â€‹Long-term debtâ€‹â€‹ 102,507â€‹â€‹ 101,749Liability from royalty financing agreementâ€‹â€‹ 415,940â€‹â€‹ 394,241Operating lease liabilities, net of current portionâ€‹â€‹ 12,369â€‹â€‹ 28,316Contingent consideration, net of current portionâ€‹â€‹ 12,078â€‹â€‹ 14,795Deferred tax liability, netâ€‹â€‹ 7,323â€‹â€‹ 7,543Other non-current liabilitiesâ€‹â€‹ 3,054â€‹â€‹ 3,700Total non-current liabilitiesâ€‹â€‹ 553,271â€‹â€‹ 550,344Total liabilitiesâ€‹â€‹ 633,739â€‹â€‹ 624,019Commitments and contingenciesâ€‹â€‹â€‹â€‹â€‹â€‹Shareholders' equityâ€‹â€‹â€‹â€‹â€‹â€‹Ordinary shares, â‚¬0.05 par value: 80,000,000 shares authorized as of JuneÂ 30,Â 2024 and DecemberÂ 31,Â 2023 and 48,694,569 and 47,833,830 ordinary shares issued and outstanding as of JuneÂ 30,Â 2024 and DecemberÂ 31,Â 2023, respectivelyâ€‹â€‹ 2,930â€‹â€‹ 2,883Additional paid-in-capitalâ€‹â€‹ 1,162,823â€‹â€‹ 1,148,749Accumulated other comprehensive lossâ€‹â€‹ (56,320)â€‹â€‹ (53,553)Accumulated deficitâ€‹â€‹ (1,012,326)â€‹â€‹ (890,409)Total shareholders' equityâ€‹â€‹ 97,107â€‹â€‹ 207,670Total liabilities and shareholders' equityâ€‹$ 730,846â€‹$ 831,689The accompanying notes are an integral part of these unaudited consolidated financial statements.2Table of ContentsuniQure N.V.â€‹UNAUDITED CONSOLIDATED STATEMENTS OF OPERATIONS AND COMPREHENSIVE LOSSâ€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹Three months ended JuneÂ 30,Â â€‹Six months ended JuneÂ 30,Â â€‹Â Â Â 2024Â Â Â Â 2023Â Â Â Â 2024Â Â Â Â 2023â€‹â€‹(in thousands, except share and per share amounts)â€‹(in thousands, except share and per share amounts)License revenuesâ€‹$ 1,869â€‹$ 793â€‹$ 3,071â€‹$ 793Contract manufacturing revenuesâ€‹â€‹ 2,124â€‹â€‹ 1,310â€‹â€‹ 6,114â€‹â€‹ 6,247Collaboration revenuesâ€‹â€‹ 7,133â€‹â€‹ 319â€‹â€‹ 10,426â€‹â€‹ 707Total revenuesâ€‹â€‹ 11,126â€‹â€‹ 2,422â€‹â€‹ 19,611â€‹â€‹ 7,747Operating expenses:â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹Cost of license revenuesâ€‹â€‹ (234)â€‹â€‹ â€"â€‹â€‹ (384)â€‹â€‹ â€"Cost of contract manufacturing revenuesâ€‹â€‹ (7,227)â€‹â€‹ (1,352)â€‹â€‹ (16,303)â€‹â€‹ (3,787)Research and development expensesâ€‹â€‹ (33,655)â€‹â€‹ (46,036)â€‹â€‹ (74,347)â€‹â€‹ (106,845)Selling, general and administrative expensesâ€‹â€‹ (15,767)â€‹â€‹ (21,181)â€‹â€‹ (29,704)â€‹â€‹ (39,029)Total operating expensesâ€‹â€‹ (56,883)â€‹â€‹ (68,569)â€‹â€‹ (120,738)â€‹â€‹ (149,661)Other incomeâ€‹â€‹ 1,983â€‹â€‹ 1,302â€‹â€‹ 3,359â€‹â€‹ 3,113Other expenseâ€‹â€‹ (236)â€‹â€‹ (229)â€‹â€‹ (470)â€‹â€‹ (445)Loss from operationsâ€‹â€‹ (44,010)â€‹â€‹ (65,074)â€‹â€‹ (98,238)â€‹â€‹ (139,246)Interest incomeâ€‹â€‹ 5,805â€‹â€‹ 3,229â€‹â€‹ 12,313â€‹â€‹ 4,898Interest expenseâ€‹â€‹ (16,157)â€‹â€‹ (6,840)â€‹â€‹ (32,254)â€‹â€‹ (10,402)Foreign currency losses, netâ€‹â€‹ (989)â€‹â€‹ 374â€‹â€‹ (2,134)â€‹â€‹ (1,995)Loss before income tax (expense) / benefit â€‹$ (55,351)â€‹$ (68,311)â€‹$ (120,313)â€‹$ (146,745)Income tax (expense) / benefitâ€‹â€‹ (948)â€‹â€‹ (163)â€‹â€‹ (1,604)â€‹â€‹ 1,044Net lossâ€‹$ (56,299)â€‹$ (68,474)â€‹$ (121,917)â€‹$ (145,701)Other comprehensive (loss) / income:â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹Foreign currency translation (loss) / gains, netâ€‹â€‹ (313)â€‹â€‹ 54â€‹â€‹ (2,837)â€‹â€‹ 5,851Defined benefit pension gain, net of taxesâ€‹â€‹ 35â€‹â€‹ â€"â€‹â€‹ 70â€‹â€‹ â€"Total comprehensive lossâ€‹$ (56,577)â€‹$ (68,420)â€‹$ (124,684)â€‹$ (139,850)â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹Basic and diluted net loss per ordinary shareâ€‹â€‹ (1.16)â€‹â€‹ (1.44)â€‹â€‹ (2.51)â€‹â€‹ (3.06)Weighted average shares used in computing basic and diluted net loss per ordinary shareâ€‹â€‹ 48,622,440â€‹â€‹ 47,649,520â€‹â€‹ 48,503,475â€‹â€‹ 47,543,516â€‹The accompanying notes are an integral part of these unaudited consolidated financial statements.â€‹3Table of ContentsuniQure N.V.â€‹UNAUDITED CONSOLIDATED STATEMENTS OF SHAREHOLDERSâ€™ EQUITY FOR THE THREE MONTHS ENDED JUNE 30, 2024 AND 2023â€‹Accumulatedâ€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹Additionalâ€‹otherâ€‹â€‹â€‹â€‹Totalâ€‹Ordinary sharesâ€‹paid-inâ€‹comprehensiveâ€‹Â AccumulatedÂ â€‹shareholdersâ€™â€‹Â Â Â No.Â ofÂ sharesÂ Â Â Â Â Â Â Â Â AmountÂ Â Â Â Â Â Â Â Â Â Â Â capitalÂ Â Â Â Â Â Â Â Â lossÂ Â Â Â deficitÂ Â Â Â equityâ€‹(in thousands, except share and per share amounts)Balance at MarchÂ 31,Â 2023 47,546,673â€‹$ 2,869â€‹$ 1,121,554â€‹$ (52,494)â€‹$ (659,158)â€‹$ 412,771Loss for the period â€"â€‹â€‹ â€"â€‹â€‹ â€"â€‹â€‹ â€"â€‹â€‹ (68,474)â€‹â€‹ (68,474)Other comprehensive income â€"â€‹â€‹ â€"â€‹â€‹ â€"â€‹â€‹ 54â€‹â€‹ â€"â€‹â€‹ 54Exercises of share options 2,427â€‹â€‹ â€"â€‹â€‹ 34â€‹â€‹ â€"â€‹â€‹ â€"â€‹â€‹ 34Restricted share units distributed during the period 150,720â€‹â€‹ 8â€‹â€‹ (8)â€‹â€‹ â€"â€‹â€‹ â€"â€‹â€‹ â€"Share-based compensation expense â€"â€‹â€‹ â€"â€‹â€‹ 8,894â€‹â€‹ â€"â€‹â€‹ â€"â€‹â€‹ 8,894Issuance of ordinary shares relating to employee stock purchase plan 2,511â€‹â€‹ â€"â€‹â€‹ 41â€‹â€‹ â€"â€‹â€‹ â€"â€‹â€‹ 41Balance at JuneÂ 30,Â 2023 47,702,331â€‹$ 2,877â€‹$ 1,130,515â€‹$ (52,440)â€‹$ (727,632)â€‹$ 353,320â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹Balance at MarchÂ 31,Â 2024 48,492,357â€‹$ 2,919â€‹$ 1,155,904â€‹$ (56,042)â€‹$ (956,027)â€‹$ 146,754Loss for the period â€"â€‹â€‹ â€"â€‹â€‹ â€"â€‹â€‹ â€"â€‹â€‹ (56,299)â€‹â€‹ (56,299)Other comprehensive loss, net â€"â€‹â€‹ â€"â€‹â€‹ â€"â€‹â€‹ (278)â€‹â€‹ â€"â€‹â€‹ (278)Restricted share units distributed during the period 192,062â€‹â€‹ 10â€‹â€‹ (10)â€‹â€‹ â€"â€‹â€‹ â€"â€‹â€‹ â€"Share-based compensation expense â€"â€‹â€‹ â€"â€‹â€‹ 6,880â€‹â€‹ â€"â€‹â€‹ â€"â€‹â€‹ 6,880Issuance of ordinary shares relating to employee stock purchase plan 10,150â€‹â€‹ 1â€‹â€‹ 49â€‹â€‹ â€"â€‹â€‹ â€"â€‹â€‹ 50Balance at JuneÂ 30,Â 2024 48,694,569â€‹$ 2,930â€‹$ 1,162,823â€‹$ (56,320)â€‹$ (1,012,326)â€‹$ 97,107â€‹â€‹The accompanying notes are an integral part of these unaudited consolidated financial statements.â€‹4Table of Contentsâ€‹uniQure N.V.â€‹UNAUDITED CONSOLIDATED STATEMENTS OF SHAREHOLDERSâ€™ EQUITY FOR THE SIX MONTHS ENDED JUNE 30, 2024 AND 2023â€‹Accumulatedâ€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹Additionalâ€‹otherâ€‹â€‹â€‹â€‹Totalâ€‹â€‹Ordin sharesâ€‹paid-inâ€‹comprehensiveâ€‹AccumulatedÂ â€‹shareholdersâ€™â€‹â€‹No.Â ofÂ sharesÂ Â Â Â Â Â AmountÂ Â Â Â Â Â capitalÂ Â Â Â Â Â Â Â Â lossÂ Â Â Â deficitÂ Â Â Â equityâ€‹â€‹(in thousands, except share and per share amounts)Balance at DecemberÂ 31,Â 2022â€‹ 46,968,032â€‹$ 2,838â€‹$ 1,113,393â€‹$ (58,291)â€‹$ (581,931)â€‹$ 476,009Loss for the periodâ€‹ â€"â€‹â€‹ â€"â€‹â€‹ â€"â€‹â€‹ â€"â€‹â€‹ (145,701)â€‹â€‹ (145,701)Other comprehensive incomeâ€‹ â€"â€‹â€‹ â€"â€‹â€‹ â€"â€‹â€‹ 5,851â€‹â€‹ â€"â€‹â€‹ 5,851Exercises of share options â€‹ 12,482â€‹â€‹ 1â€‹â€‹ 120â€‹â€‹ â€"â€‹â€‹ â€"â€‹â€‹ 121Restricted and performance share units distributed during the periodâ€‹ 716,811â€‹â€‹ 38â€‹â€‹ (38)â€‹â€‹ â€"â€‹â€‹ â€"â€‹â€‹ â€"Share-based compensation expenseâ€‹ â€"â€‹â€‹ â€"â€‹â€‹ 16,955â€‹â€‹ â€"â€‹â€‹ â€"â€‹â€‹ 16,955Issuance of ordinary shares relating to employee stock purchase planâ€‹ 5,006â€‹â€‹ â€"â€‹â€‹ 85â€‹â€‹ â€"â€‹â€‹ â€"â€‹â€‹ 85Balance at JuneÂ 30,Â 2023â€‹ 47,702,331â€‹$ 2,877â€‹$ 1,130,515â€‹$ (52,440)â€‹$ (727,632)â€‹$ 353,320â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹Balance at DecemberÂ 31,Â 2023â€‹ 47,833,830â€‹$ 2,883â€‹$ 1,148,749â€‹$ (53,553)â€‹$ (890,409)â€‹$ 207,670Loss for the periodâ€‹ â€"â€‹â€‹ â€"â€‹â€‹ â€"â€‹â€‹ â€"â€‹â€‹ (121,917)â€‹â€‹ (121,917)Other comprehensive loss, netâ€‹ â€"â€‹â€‹ â€"â€‹â€‹ â€"â€‹â€‹ (2,767)â€‹â€‹ â€"â€‹â€‹ (2,767)Restricted share units distributed during the periodâ€‹ 850,589â€‹â€‹ 46â€‹â€‹ (46)â€‹â€‹ â€"â€‹â€‹ â€"â€‹â€‹ â€"Share-based compensation expenseâ€‹ â€"â€‹â€‹ â€"â€‹â€‹ 14,071â€‹â€‹ â€"â€‹â€‹ â€"â€‹â€‹ 14,071Issuance of ordinary shares relating to employee stock purchase planâ€‹ 10,150â€‹â€‹ 1â€‹â€‹ 49â€‹â€‹ â€"â€‹â€‹ â€"â€‹â€‹ 50Balance at JuneÂ 30,Â 2024â€‹ 48,694,569â€‹$ 2,930â€‹$ 1,162,823â€‹$ (56,320)â€‹$ (1,012,326)â€‹$ 97,107â€‹ The accompanying notes are an integral part of these unaudited consolidated financial statements.5Table of Contentsâ€‹â€‹â€‹uniQure N.V.â€‹UNAUDITED CONSOLIDATED STATEMENTS OF CASH FLOWSâ€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹Six months ended JuneÂ 30,Â â€‹Â Â Â Â 2024Â Â Â Â Â Â Â 2023â€‹â€‹(in thousands)Cash flows from operating activitiesâ€‹â€‹â€‹â€‹â€‹Net loss â€‹$ (121,917)â€‹$ (145,701)Adjustments to reconcile net loss to net cash used in operating activities:â€‹â€‹â€‹â€‹â€‹Depreciation and amortization â€‹â€‹ 5,299â€‹â€‹ 5,115Amortization of discount on investment securitiesâ€‹â€‹ (6,672)â€‹â€‹ (1,837)Share-based compensation expenseâ€‹â€‹ 14,071â€‹â€‹ 16,955Royalty financing agreement interest expenseâ€‹â€‹ 24,840â€‹â€‹ 3,154Deferred tax expense / (income) â€‹â€‹ 1,604â€‹â€‹ (1,044)Changes in fair value of contingent considerationâ€‹â€‹ (1,621)â€‹â€‹ 1,212Provision for inventory write-downsâ€‹â€‹ 5,839â€‹â€‹ -Unrealized foreign exchange losses, netâ€‹â€‹ 2,940â€‹â€‹ 944Other items, netâ€‹â€‹ 1,681â€‹â€‹ 1,006Changes in operating assets and liabilities:â€‹â€‹â€‹â€‹â€‹Accounts receivable, prepaid expenses, and other current assets and receivablesâ€‹â€‹ (7,227)â€‹â€‹ 813Inventoriesâ€‹â€‹ (2,606)â€‹â€‹ (3,288)Accounts payableâ€‹â€‹ (1,619)â€‹â€‹ (1,212)Accrued expenses, other liabilities, and operating leasesâ€‹â€‹ (7,898)â€‹â€‹ (11,416)Net cash used in operating activitiesâ€‹â€‹ (93,286)â€‹â€‹ (135,299)Cash flows from investing activitiesâ€‹â€‹â€‹â€‹â€‹Proceeds on maturity of debt securitiesâ€‹â€‹ 297,806â€‹â€‹ 52,234Investment in debt securitiesâ€‹â€‹ (152,936)â€‹â€‹ -Purchases of property, plant, and equipmentâ€‹â€‹ (2,948)â€‹â€‹ (3,416)Net cash generated from investing activitiesâ€‹â€‹ 141,922â€‹â€‹ 48,818Cash flows from financing activitiesâ€‹â€‹â€‹â€‹â€‹Proceeds from royalty financing agreementâ€‹â€‹ -â€‹â€‹ 374,350Payment of debt issuance costsâ€‹â€‹ -â€‹â€‹ (4,288)Proceeds from issuance of ordinary shares related to employee stock option and purchase plansâ€‹â€‹ 50â€‹â€‹ 206Net cash generated from financing activitiesâ€‹â€‹ 50â€‹â€‹ 370,268Currency effect on cash, cash equivalents and restricted cashâ€‹â€‹ (2,191)â€‹â€‹ 1,812Net increase in cash, cash equivalents and restricted cashâ€‹â€‹ 46,495â€‹â€‹ 285,599Cash, cash equivalents and restricted cash at beginning of periodâ€‹â€‹ 244,544â€‹â€‹ 231,173Cash, cash equivalents and restricted cash at the end of periodâ€‹$ 291,039â€‹$ 516,772Cash and cash equivalentsâ€‹$ 287,877â€‹$ 513,598Restricted cash related to leasehold and other depositsâ€‹â€‹ 3,162â€‹â€‹ 3,174Total cash, cash equivalents and restricted cashâ€‹$ 291,039â€‹$ 516,772Supplemental cash flow disclosures:â€‹â€‹â€‹â€‹â€‹Cash paid for interestâ€‹$ (9,261)â€‹$ (8,882)Non-cash decrease in accounts payables and accrued expenses and other current liabilities related to purchases of property, plant, and equipmentâ€‹$ (458)â€‹$ (651)â€‹The accompanying notes are an integral part of these unaudited

consolidated financial statements.â€‹â€‹â€‹6Table of ContentsuniQure N.V.â€‹NOTES TO CONSOLIDATED FINANCIAL STATEMENTS(Unaudited)â€‹1General business informationâ€‹uniQure N.V. (the â€œCompanyâ€) 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 Companyâ€™s business was founded in 1998 and was initially operated through its predecessor company, Amsterdam Molecular Therapeutics Holding N.V. (â€œAMTâ€). 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.â€‹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 Companyâ€™s headquarters are in Amsterdam, the Netherlands, and its registered office is located at Paasheuvelweg 25a, Amsterdam 1105 BP, the Netherlands and its telephone number is +31 20 240 6000.â€‹The Companyâ€™s ordinary shares are listed on the Nasdaq Global Select Market and trade under the symbol â€œQUREâ€.â€‹2Summary of significant accounting policiesâ€‹2.1Basis of preparationâ€‹The Company prepared these unaudited consolidated financial statements in compliance with generally accepted accounting principles in the United States (â€œU.S. GAAPâ€) and applicable rules and regulations of the United States Securities and Exchange Commission (the â€œSECâ€) 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 (â€œASCâ€) and Accounting Standards Update of the Financial Accounting Standards Board.â€‹The unaudited consolidated financial statements are presented in United States (â€œU.S.â€) 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 parenthesis, converted at the foreign exchange rate as of the transaction date.â€‹2.2Unaudited interim financial informationâ€‹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.â€‹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 six months ended June 30, 2024, are not necessarily indicative of the results to be expected for the full year ending December 31, 2024, 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 Companyâ€™s Annual Report on Form 10-K for the year ended December 31, 2023 filed by the Company with the SEC on February 28, 2024 (the â€œAnnual Reportâ€). â€‹7Table of Contents2.3Use of estimates â€‹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, disclosure of contingent assets and liabilities at the date of the financial statements and reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.â€‹2.4Accounting policiesâ€‹The principal accounting policies applied in the preparation of these unaudited consolidated financialstatements are described in the Companyâ€™s audited financial statements as of and for the year ended December 31, 2023, and the notes thereto, which are included in the Annual Report. There have been no material changes in the Companyâ€™s significant accounting policies during the six months ended June 30, 2024 except as described within Note 3 â€œAssets held for sale and divestiture of commercial manufacturing facilitiesâ€. Â â€‹2.5Recent accounting pronouncementsâ€‹There have been no new accounting pronouncements or changes to accounting pronouncements during the six months ended June 30, 2024, as compared to the recent accounting pronouncements described in Note 2.3.27 of the Annual Report, which could be expected to materially impact the Companyâ€™s unaudited consolidated financial statements. â€‹3Assets held for sale and divestiture of commercial manufacturing activitiesâ€‹Description of transactionâ€‹On June 29, 2024, the Company and its affiliates entered into various agreements with Genezen Holdings Inc. and its affiliate Genezen MA, Inc. (together â€œGenezenâ€) to sell its commercial manufacturing activities located in Lexington, MA (the â€œLexington Facilityâ€) (the â€œLexington Transactionâ€). The transaction closed on July 22, 2024 (the â€œClosingâ€). As consideration, the Company received (i) shares of newly issued Series C preferred stock of Genezen Holdings Inc. valued at $12.5 million, which are convertible into common stock and will accrue an 8.0% per annum cumulative dividend, and (ii) a convertible promissory note with a nominal amount of $12.5 million, bearing interest at 8.0% per annum and maturing 63 months following the date of issuance. â€‹uniQure Inc. and uniQure biopharma B.V. (the â€œSellersâ€), both wholly owned subsidiaries of the Company (together â€œCompanyâ€) entered into an asset purchase agreement (â€œAPAâ€) with Genezen. Pursuant to the APA, Genezen agreed to acquire the manufacturing equipment and related manufacturing operations along with certain other assets associated with the Lexington Facility.â€‹uniQure Inc., Genezen and the landlord of the Lexington Facility entered into an agreement for uniQure to assign and Genezen to assume the existing lease agreement between uniQure and the landlord. uniQure N.V. also amended its original July 2013 guarantee to continue guaranteeing rental payments owed by Genezen until the end of the current term on May 31, 2029. In the event of Genezenâ€™s default related to rental payments owed to the landlord, uniQure is entitled to terminate the assignment agreement and step into the original lease agreement.â€‹Genezen extended offers of employment to a significant majority of the Companyâ€™s employees located at the Lexington Facility, with the remaining employees terminated effective August 30, 2024. â€‹Concurrent with entering into the APA, uniQure Inc. entered into a commercial supply agreement (â€œCSAâ€) with Genezen. Pursuant to the terms of the CSA, the Company subcontracted the manufacturing of HEMGENIXÂ® to Genezen. The CSA includes a minimum term of three years and minimum purchase commitments of HEMGENIXÂ® commercial supplies of $43.3 million over the first three-years, unless certain contractual provisions are triggered. The Company will continue to sell these HEMGENIXÂ® commercial supplies to CSL Behring in accordance with the Development and Commercial Supply Agreement between uniQure biopharma B.V. and CSL Behring Inc.â€‹8Table of ContentsAdditionally, uniQure biopharma B.V. entered into a development and other manufacturing services agreement (â€œDMSAâ€) with Genezen. Pursuant to the terms of the DMSA, the Company has preferred customer status to receive manufacturing and development services to support the Companyâ€™s investigational gene therapy programs and other services related to the manufacture of HEMGENIXÂ® under the CSA. The DMSA has a minimum term of three years and requires the Company to purchase services for a total minimum of $14.0 million.â€‹The CSA and DMSA became effective at Closing.â€‹On July 19, 2024, in connection with the closing of the Lexington Transaction, the Company prepaid $50.0 million of the $100.0 million of principal outstanding under its amended and restated loan facility with Hercules Capital, Inc. â€‹Accounting as of June 30, 2024â€‹The Company classified the following assets and liabilities as held for sale as of June 30, 2024:â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹(in thousands)â€‹â€‹$â€‹Inventories, netâ€‹â€‹ 8.0Prepaid expensesâ€‹â€‹ 0.3Property, plant and equipment, net of accumulated depreciationâ€‹â€‹ 15.3Operating lease right-of-use assetâ€‹â€‹ 11.9Goodwillâ€‹â€‹ 2.5Total assets held for saleâ€‹$ 38.0â€‹â€‹â€‹â€‹Operating lease liabilityâ€‹â€‹ 17.9Total liabilities held for saleâ€‹$ 17.9â€‹The Company recorded the assets at the lower of cost or fair market value.â€‹The Company accrued $1.4 million of other postemployment benefits, presented within both research and development expenses as well as general and administrative expenses, related to the Lexington Facility employees who were terminated effective August 30, 2024.â€‹Subsequent accounting at Closingâ€‹ As of the Closing, the Company will record the sale of the net assets associated with the Lexington Facility as of Closing. The Company expects the fair market value of the consideration received less costs to sell to approximate the carrying amount of the net assets held for sale. â€‹4CSL Behring collaborationâ€‹On June 24, 2020, uniQure biopharma B.V. entered into a commercialization and license agreement with CSL Behring (the â€œCSL Behring Agreementâ€), pursuant to which CSL Behring received exclusive global rights to HEMGENIXÂ®. â€‹The transaction became fully effective on May 6, 2021.â€‹License revenueThe Company recognizedÂ $1.9Â million and $3.1 million of royalty revenue in the three and six months ended June 30, 2024, respectively, compared to $0.8Â million of royalty revenue in each of the three and six months ended June 30, 2023. Royalties on the sale of HEMGENIXÂ® are recorded once earned and are presented as license revenue. â€‹â€‹9Table of ContentsCollaboration revenueThe Company recognizedÂ $7.1Â million and $10.4 million of collaboration revenue in the three and six months ended June 30, 2024, respectively, compared to $0.3 million and $0.7 million of collaboration revenue in each of the three and six months ended June 30, 2023. In accordance with the CSL Behring Agreement, certain development and other services rendered by the Company are reimbursed by CSL.Accounts receivable and contract assetâ€‹As of December 31, 2023, the Company recorded accounts receivable of $4.0 million from CSL Behring related to collaboration services, contract manufacturing revenue and royalty revenue. â€‹As of June 30, 2024, the Company had accounts receivable of $7.8 million from CSL Behring related to collaboration services, contract manufacturing revenue and royalty revenue.â€‹5Investment securitiesThe following tables summarize the Companyâ€™s investments in sovereign debt as of June 30, 2024 and December 31, 2023:â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹At JuneÂ 30,Â 2024â€‹â€‹Amortized costâ€‹Gross unrealized holding gainsâ€‹Gross unrealized holding lossesâ€‹Estimated fair valueâ€‹â€‹(in thousands)Current investments:â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹Government debt securities (held-to-maturity)â€‹$ 236,553â€‹$ 15â€‹$ â€”â€‹$ 236,568Totalâ€‹$ 236,553â€‹$ 15â€‹$ â€”â€‹$ 236,568â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹At DecemberÂ 31,Â 2023â€‹â€‹Amortized costâ€‹Gross unrealized holding gainsâ€‹Gross unrealized holding lossesâ€‹Estimated fair valueâ€‹â€‹(in thousands)Current investments:â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹Government debt securities (held-to-maturity)â€‹$ 376,532â€‹$ 139â€‹$ â€”â€‹$ 376,671Totalâ€‹$ 376,532â€‹$ 139â€‹$ â€”â€‹$ 376,671â€‹The Company invests in short-term U.S. and European government bonds with the highest investment credit rating. The U.S. and European government bonds are U.S. dollar and euro denominated, respectively. â€‹Investment securities with original maturities of less than 90 days when purchased are presented within cash and cash equivalents and measured at amortized cost (June 30, 2024: $26.9 million, December 31, 2023: nil).â€‹Inputs to the fair value of the investments are considered Level 2 inputs.â€‹â€‹6Inventories, netâ€‹The following table summarizes the inventories, net balances as of June 30, 2024 and December 31, 2023: â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹JuneÂ 30,Â â€‹DecemberÂ 31,Â â€‹Â Â Â 2024Â Â Â 2023â€‹â€‹(in thousands)Raw materialsâ€‹$ â€”â€‹$ 7,157Work in progressâ€‹â€‹ â€”â€‹â€‹ 4,109Finished goodsâ€‹â€‹ â€”â€‹â€‹ 758Inventoriesâ€‹$ â€”â€‹$ 12,024â€‹10Table of ContentsThe Company recorded write downs to net realizable value of $4.1 million and $5.8 million in the three and six months ended June 30, 2024, respectively, compared to nil in the same periods in 2023. The costs are recognized as Cost of Contract Manufacturing Revenues. At June 30, 2024, and December 31, 2023, the Company recorded an allowance for inventory of $5.3 millionÂ and $1.6 million, respectively.â€‹As of June 30, 2024, $8.0 million of inventory is presented as assets held for sale on the consolidated balance sheet (refer to Note 3 â€œAssets held for sale and divestiture of commercial manufacturing activitiesâ€). â€‹7Fair value measurementâ€‹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 Measurements and Disclosures requires disclosure of 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:â€‹Level 1 â€“ Valuations based on unadjusted quoted prices in active markets for identical assets or liabilities that the Company can access at the measurement date.â€‹Level 2 â€“ 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. â€‹Level 3 â€“ Valuations that require inputs that reflect the Companyâ€™s own assumptions that are both significant to the fair value measurement and are unobservable. â€‹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 instrumentâ€™s level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement.â€‹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 consolidated balance sheets approximate their fair values due to their short-term maturities. â€‹The following table sets forth the Companyâ€™s assets and liabilities that are required to be measured at fair value on a recurring basis as of June 30, 2024 andÂ December 31, 2023:â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹Â QuotedÂ pricesinÂ activemarkets(LevelÂ 1)Â Significantotherobservableinputs(LevelÂ 2)Â Significantunobservableinputs(LevelÂ thousands)â€‹â€‹At DecemberÂ 31,Â 2023â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹Assets:â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹Cash and cash equivalentsâ€‹$ 241,360â€‹$ â€”â€‹$ â€”â€‹$ 241,360â€‹Cash and cash equivalentsRestricted cashâ€‹â€‹ 3,184â€‹â€‹ â€”â€‹â€‹ â€”â€‹â€‹ 3,184â€‹Other non-current assetsTotal assetsâ€‹$ 244,544â€‹$ â€”â€‹$ â€”â€‹$ 244,544â€‹â€‹Liabilities:â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹Contingent considerationâ€‹â€‹ â€”â€‹â€‹ â€”â€‹â€‹ 43,006â€‹â€‹ 43,006â€‹Contingent considerationConsideration for post-acquisition servicesâ€‹â€‹ â€”â€‹â€‹ â€”â€‹â€‹ 457â€‹â€‹ 457â€‹Other non-current liabilitiesTotal liabilitiesâ€‹$ â€”â€‹$ â€”â€‹$ 43,463â€‹$ 43,463â€‹â€‹At JuneÂ 30,Â 2024â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹Assets:â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹Cash and cash equivalentsâ€‹$ 287,877â€‹$ â€”â€‹$ â€”â€‹$ 287,877â€‹Cash and cash equivalentsRestricted cashâ€‹â€‹ 3,162â€‹â€‹ â€”â€‹â€‹ â€”â€‹â€‹ 3,162â€‹Other non-current assetsTotal assetsâ€‹$ 291,039â€‹$ â€”â€‹$ â€”â€‹$ 291,039â€‹â€‹Liabilities:â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹Contingent considerationâ€‹â€‹ â€”â€‹â€‹ â€”â€‹â€‹ 40,138â€‹â€‹ 40,138â€‹Contingent considerationConsideration for post-acquisition servicesâ€‹â€‹ â€”â€‹â€‹ â€”â€‹â€‹ 412â€‹â€‹ 412â€‹Other non-current liabilitiesTotal liabilitiesâ€‹$ â€”â€‹$ â€”â€‹$ 40,550â€‹$ 40,550â€‹â€‹â€‹11Table of ContentsContingent considerationâ€‹The Company is required to pay up to EUR 178.8 million (or $191.6 million based on the foreign exchange rate on June 30, 2024) to the former shareholders of uniQure France SAS (formerly Corlieve Therapeutics SAS) upon the achievement of contractually defined milestones in connection with the Companyâ€™s July 2021 acquisition of uniQure France SAS. â€‹The fair value of the contingent consideration as of June 30, 2024 was $40.1 million (December 31, 2023: $43.0 million) using discount rates of approximately 13.4% to 15.6% (December 31, 2023: 15.3% toÂ 15.6%). The Company assumes the probability of achieving a EURÂ 30.0Â million (or $32.1Â million based on the foreign exchange rate on June 30, 2024) milestone payment following the dosing of the first patient in Phase I/II clinical trial of AMT-260 to be 100%. â€‹If, as of June 30, 2024, the Company had assumed aÂ 100% likelihood of AMT-260 advancing into a Phase III clinical study, then the fair value of the contingent consideration would have increased to $67.0Â million. If as of June 30, 2024 the Company had assumed that it would discontinue development of the AMT-260 program, then the contingent consideration would have been released to income.â€‹The following table presents the changes in fair value of contingent consideration between December 31, 2023 and June 30, 2024: â€‹â€‹â€‹â€‹â€‹â€‹â€‹Amount ofâ€‹contingentâ€‹considerationâ€‹â€‹2024â€‹(in thousands)Balance at DecemberÂ 31,Â 2023$ 43,006Change in fair value (presented within research and development expenses)â€‹ (1,621)Currency translation effectsâ€‹ (1,247)Balance at JuneÂ 30,Â 2024$ 40,138â€‹As of June 30, 2024, the Company classified $28.1 million (December 31, 2023: $28.2 million) of the total contingent consideration of $40.1 million (December 31, 2023: $43.0 million) as current liabilities. The balance sheet classification between current and non-current liabilities is based upon the Companyâ€™s best estimate of the timing of settlement of the remaining relevant milestones. Â Investment securities â€‹Refer to Note 5 â€œInvestment securitiesâ€ for the fair value of the investment securities as of June 30, 2024 and December 31, 2023.â€‹8Accrued expenses and other current liabilitiesâ€‹Accrued expenses and other current liabilities include the following items:â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹JuneÂ 30,Â â€‹DecemberÂ 31,Â â€‹Â Â Â 2024Â Â Â 2023â€‹â€‹(in thousands)Personnel related accruals and liabilitiesâ€‹$ 11,019â€‹$ 16,263Accruals for goods received from and services provided by vendors-not yet billedâ€‹â€‹ 13,576â€‹â€‹ 12,834Liability owed to the Purchaser pursuant to the Royalty Financing Agreementâ€‹â€‹ 1,896â€‹â€‹ 1,437Totalâ€‹$ 26,491â€‹$ 30,534â€‹â€‹9Long-term debtâ€‹On June 14, 2013, the Company entered into a venture debt loan facility with Hercules Capital, Inc. (formerly known as Hercules Technology Growth Capital, Inc.) (â€œHerculesâ€). The facility was amended and restated in 2014, 2016, 2018, January 2021, December 2021 (the â€œ2021 Restated Facilityâ€), May 12, 2023 (the â€œ2023 Amended Facilityâ€) and June 28, 2024 (the â€œ2024 Amended Facilityâ€). â€‹12Table of ContentsThe 2023 Amended Facility extended the maturity date and interest-only period from December 1, 2025 to January 5, 2027 (the â€œMaturity Dateâ€). â€‹The total principal outstanding as of June 30, 2024 under the 2023 Amended Facility was $100.0 million. On July 19, 2024, in connection with the closing of the Lexington Transaction and pursuant to the 2024 Amended Facility, the Company prepaid $50.0 million of the $100.0 million of principal outstanding under the 2024 Amended Facility as well as $3.1 million in end-of-term fees. â€‹The Company is required to repay the residual principal balance of $50.0 million on the Maturity Date. The interest rate is adjustable and is the greater of (i) 7.95% and (ii) 7.95% plus the prime rate less 3.25% per annum. Pursuant to the terms of the 2024 Amended Facility, the Company owes a back-end fee of $2.4 million on December 1, 2025 and a back-end fee of $0.6 million on the Maturity Date.The amortized cost (including interest due presented as part of accrued expenses and other current liabilities) of the 2023 Amended Facility was $103.6 million as of June 30, 2024, compared to $102.9 million as of December 31, 2023, and is recorded net of discount and debt issuance costs. The foreign currency loss on the facility in the three and six months ended June 30, 2024 was $0.7 million and $3.0 million, respectively, compared to a foreign currency gain $0.8Â million and $1.6Â million, respectively, during the same period in 2023. Interest expense associated with the 2023 Amended Facility during the three

and six months ended June 30, 2024 was $3.7 millionÂ and $7.4Â million, respectively, compared to $3.7Â million and $7.3Â million during the same period in 2023.Under the 2024 Amended Facility, the Company must remain current in its periodic reporting requirements and is required to keep a minimum cash balance deposited in bank accounts in the U.S. equivalent to the lesser of (i) 65% of the outstanding balance of principal due or (ii) 100% of worldwide cash and cash equivalents. This restriction on cash and cash equivalents only relates to the location of the cash and cash equivalents, and such cash and cash equivalents can be used at the discretion of the Company. Beginning on April 1, 2024, the Company is required to keep a minimum of unrestricted cash equal to at least 30% of the loan amount outstanding. In combination with other covenants, the 2024 Amended Facility restricts the Companyâ€™s ability to, among other things, incur future indebtedness and obtain additional debt financing, to make investments in securities or in other companies, to transfer assets, to perform certain corporate changes, to make loans to employees, officers, and directors, and to make dividend payments and other distributions to its shareholders. The Company secured the facilities by directly or indirectly pledging its total assets of $730.8 million, less $3.3 million of cash and cash equivalents and other current assets held by the Company, and $87.5 million of other current assets and investment held by uniQure France SAS as well as receivables sold to the Purchaser. Under the 2024 Amended Facility, the occurrence of a material adverse effect, as defined therein, would entitle Hercules to declare all principal, interest and other amounts owed by the Company immediately due and payable. As of June 30, 2024, the Company was in material compliance with all covenants and provisions.â€‹10Royalty Financing Agreement â€‹On May 12, 2023, the Company entered into a royalty purchase agreement (the â€œRoyalty Financing Agreementâ€) with HemB SPV, L.P. (the â€œPurchaserâ€). Under the terms of the Royalty Financing Agreement the Company received an upfront payment of $375.0 million in exchange for its rights to the lowest royalty tier on CSL Behringâ€™s worldwide net sales of HEMGENIXÂ® for certain current and future royalties due to the Company. The Company is also eligible to receive an additional $25.0 million milestone payment under the Royalty Financing Agreement if 2024 net sales of HEMGENIXÂ® exceed a pre-specified threshold, as set forth in the Royalty Financing Agreement. The Purchaser will receive 1.85 times the upfront payment (or $693.8 million) and 1.85 times the $25.0 million milestone payment (if paid) until June 30, 2032 (â€œFirst Hard Cap Dateâ€) if such thresholds are met or, if such cap is not met by June 30, 2032, up to 2.25 times of the upfront and milestone payment (if paid) through December 31, 2038. If 2024 net sales do not exceed a pre-specified threshold, the Company will be obligated to pay $25.0 million to the Purchaser but only to the extent that the Company achieves a future sales milestone under the CSL Behring Agreement. If such milestone payment is not due from CSL Behring, the Company is not obligated to pay any amounts to the Purchaser.The Company has retained the rights to all other royalties, as well as contractual milestones totaling up to $1.3 billion, under the terms of the CSL Behring Agreement. 13Table of ContentsNet proceeds from the Royalty Financing Agreement, after deducting professional and financial advisory fees related to the transaction of $4.9Â million, were $370.1Â million. The Company initially recorded these net proceeds as â€œLiability from royalty financing agreementâ€ at their fair market value on its consolidated balance sheet as of closing of the transaction on June 5, 2023. Following the initial recognition, the Company records the debt at amortized cost.The Company expects to satisfy its commitment to the Purchaser prior to the First Hard Cap Date. The Company will record the difference of $323.7 million between the total expected payments of $693.8 million to the Purchaser and the $370.1 million net proceeds as interest expense using the effective interest rate method. The Company determined the effective interest rate based on the projected cash flows up to the First Hard Cap Date. Based on the Companyâ€™s projections the effective interest rate is expected to be within a range of 12.0% per annum to 13.5% per annum. The Company would have recorded between $24.5 million and $27.7 million of interest expense through the six months ended June 30, 2024 ($12.4Â million and $14.0Â million, respectively, for the three months ended June 30, 2024)Â if it had used 12.0% or 13.5%, instead of the $24.8 million recorded in the six months ended June 30, 2024 ($12.4 million for the three months ended June 30, 2024). The Company will prospectively update the effective interest rate at each reporting date based on updated projections.â€‹The liability was initially recognized at fair value and inputs were considered Level 3 inputs. â€‹The following table presents the movement in the liability related to the Royalty Financing Agreement Â between the December 31, 2023 and June 30, 2024:â€‹â€‹â€‹â€‹â€‹â€‹Amount of liabilityâ€‹â€‹(in thousands)Balance as of December 31, 2023 (includes $1.4 million presented as "Accrued expenses and other current liabilities)â€‹$ 395,678Royalty payments to Purchaserâ€‹â€‹ (2,682)Liability owed to the Purchaser (presented as "Accrued expense and other current liabilities")â€‹â€‹ (1,896)Interest expense for the periodâ€‹â€‹ 24,840Liability related to the royalty financing agreementâ€‹$ 415,940â€‹â€‹11Share-based compensationâ€‹The Companyâ€™s share-based compensation plans include the amended and restated 2014 Share Incentive Plan (as amended, the â€œ2014 Planâ€) and inducement grants under Rule 5653(c)(4) of the Nasdaq Global Select Market with terms similar to the 2014 Plan (together the â€œ2014 Plansâ€). At the annual general meeting of shareholders in June 2024, the Companyâ€™s shareholders approved an increase in the number of ordinary shares authorized for issuance under the 2014 Plan from 14,351,471 to 15,851,471. â€‹In June 2018, the Companyâ€™s shareholders adopted and approved an employee share purchase plan (the â€œESPPâ€) 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 85% of the lower of the closing market price on the offering date and the closing market price on the purchase date of each three-month offering period. â€‹14Table of Contents2014 Plans and ESPPâ€‹Share-based compensation expense recognized by classification included in the Consolidated Statements of Operations and Comprehensive Loss in relation to the 2014 Plans and the ESPP for the periods indicated below was as follows:â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹Â Â Â Â â€‹Three months ended JuneÂ 30,Â â€‹Six months ended JuneÂ 30,Â â€‹Â Â Â Â 2024Â Â Â Â 2023â€‹2024â€‹2023â€‹â€‹(in thousands)â€‹(in thousands)Cost of manufacturing services revenueâ€‹$ 690â€‹$ 138â€‹$ 1,035â€‹$ 162Research and developmentâ€‹â€‹ 2,856â€‹â€‹ 4,732â€‹â€‹ 6,281â€‹â€‹ 9,037Selling, general and administrativeâ€‹â€‹ 3,334â€‹â€‹ 4,024â€‹â€‹ 6,755â€‹â€‹ 7,756Totalâ€‹$ 6,880â€‹$ 8,894â€‹$ 14,071â€‹$ 16,955â€‹Share-based compensation expense recognized by award type for the 2014 Plans as well as the ESPP was as follows:â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹Three months ended JuneÂ 30,Â â€‹Six months ended JuneÂ 30,Â â€‹Â Â Â Â 2024Â Â Â Â 2023â€‹2024â€‹2023â€‹â€‹(in thousands)â€‹(in thousands)Award type/ESPPâ€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹Share optionsâ€‹$ 2,660â€‹$ 3,485â€‹$ 5,573â€‹$ 6,759Restricted share unitsâ€‹â€‹ 4,214â€‹â€‹ 5,388â€‹â€‹ 8,584â€‹â€‹ 10,018Performance share unitsâ€‹â€‹ 3â€‹â€‹ 12â€‹â€‹ (96)â€‹â€‹ 162Employee share purchase planâ€‹â€‹ 3â€‹â€‹ 9â€‹â€‹ 10â€‹â€‹ 16Totalâ€‹$ 6,880â€‹$ 8,894â€‹$ 14,071â€‹$ 16,955â€‹As of June 30, 2024, the unrecognized share-based compensation expense related to unvested awards under the 2014 Plans were:â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹Â Â Â Â UnrecognizedÂ Â Weighted average â€‹Â Â Â Â share-basedÂ Â Â Â remaining â€‹â€‹compensationâ€‹period for â€‹â€‹expenseâ€‹Â Â Â Â Â recognitionÂ Â Â Â Â â€‹â€‹(in thousands)â€‹(in years)Award typeâ€‹â€‹â€‹â€‹â€‹Share optionsâ€‹$ 18,140â€‹ 2.39Restricted share unitsâ€‹â€‹ 23,471â€‹ 1.82Performance share unitsâ€‹â€‹ 52â€‹ 0.36Totalâ€‹$ 41,663â€‹ 2.07â€‹The Company satisfies the exercise of share options and vesting of Restricted Share Units (â€œRSUsâ€) and Performance Share Units (â€œPSUsâ€) through newly issued ordinary shares.â€‹The Company will account for the forfeitures of awards to employees impacted by the divestment of the Lexington Facility as of the date employment with the Company ends, which are expected to occur in the third quarter of 2024. The Company expects this to reduce the unrecognized share-based compensation expense by approximately $4.7 million.â€‹Share optionsShare options are priced on the date of grant and, except for certain grants made to non-executive directors, vest over a period of four years. The first 25% of each grant vests after one year from the initial grant date and the remainder vests in equal quarterly installments over years two, three and four. Certain grants to non-executive directors vest in full after one year. Any options that vest must be exercised by the tenth anniversary of the initial grant date.15Table of ContentsThe following tables summarize option activity under the 2014 Plans for the six months ended June 30, 2024:â€‹â€‹â€‹â€‹â€‹â€‹â€‹Optionsâ€‹â€‹Number of â€‹WeightedÂ average â€‹Â Â Â Â ordinary sharesÂ Â Â Â exercise priceâ€‹â€‹â€‹â€‹â€‹â€‹Outstanding at DecemberÂ 31,Â 2023â€‹ 4,974,030â€‹â€‹ 23.25Grantedâ€‹ 1,041,780â€‹$ 5.48Forfeitedâ€‹ (95,379)â€‹$ 20.17Expiredâ€‹ (213,446)â€‹$ 29.34Outstanding at JuneÂ 30,Â 2024â€‹ 5,706,985â€‹$ 19.83Thereof, fully vested, and exercisable on JuneÂ 30,Â 2024â€‹ 3,206,653â€‹$ 24.96Thereof, outstanding and expected to vest after JuneÂ 30,Â 2024â€‹ 2,500,332â€‹$ 13.25â€‹â€‹â€‹â€‹â€‹â€‹Total weighted average grant date fair value of options issued during the period (in $ millions)â€‹â€‹â€‹$ 3.3â€‹As a result of the Lexington Transaction (refer to Note 3 â€œAssets held for sale and divestiture of commercial manufacturing activitiesâ€) 87,281 options are expected to be forfeited during the third quarter of 2024.â€‹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:â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹Three months ended JuneÂ 30,Â Â Â Â Â Six months ended JuneÂ 30,Â AssumptionsÂ Â Â Â 2024Â Â Â Â 2023Â Â Â Â 2024Â Â Â Â 2023Expected volatility â€‹70%â€‹70%â€‹70%â€‹70%Expected termsâ€‹10 yearsâ€‹10 yearsâ€‹10 yearsâ€‹10 yearsRisk free interest rateâ€‹4.32%â€‹3.71% - 4.00%â€‹4.32%â€‹3.71% - 4.10%Expected dividend yieldâ€‹0%â€‹0%â€‹0%â€‹0%â€‹RSUs â€‹The following table summarizes the RSU activity for the six months ended June 30, 2024:â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹RSUsâ€‹Â Â Â Â â€‹Â Â Â Â WeightedÂ averageâ€‹â€‹Number ofâ€‹grant-date fairâ€‹â€‹ordinary sharesâ€‹valueNon-vested at DecemberÂ 31,Â 2023â€‹ 2,264,369â€‹$ 18.07Grantedâ€‹ 1,277,560â€‹$ 5.50Vestedâ€‹ (850,589)â€‹$ 20.09Forfeited â€‹ (129,787)â€‹$ 13.96Non-vested at JuneÂ 30,Â 2024â€‹ 2,561,553â€‹$ 11.32â€‹â€‹â€‹â€‹â€‹â€‹Total weighted average grant date fair value of RSUs granted during the period (in $ millions)â€‹â€‹â€‹$ 7.0â€‹RSUs generally vest over one to three years. RSUs granted to non-executive directors vest one year from the date of grant.â€‹As a result of the Lexington Transaction (refer to Note 3 â€œAssets held for sale and divestiture of commercial manufacturing activitiesâ€) 391,038 RSUs are expected to be forfeited during the third quarter of 2024.â€‹16Table of ContentsPSUsâ€‹The following table summarizes the PSU activity for the six months ended June 30, 2024:â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹PSUsâ€‹Â Â Â Â â€‹Â Â Â Â WeightedÂ averageâ€‹â€‹Number ofâ€‹grant-date fairâ€‹â€‹ordinary sharesâ€‹valueNon-vested at DecemberÂ 31,Â 2023â€‹ 222,550â€‹$ 28.09Forfeitedâ€‹ (21,580)â€‹$ 26.18Non-vested at JuneÂ 30,Â 2024â€‹ 200,970â€‹$ 28.11â€‹The Company granted ordinary shares to certain employees in December 2021 and at various dates during the year ended December 31, 2022 that will be earned upon achievement of defined milestones. Earned ordinary shares will vest upon the later of a minimum service period of one year or three years, or the achievement of defined milestones, subject to the granteeâ€™s continued employment. In addition, portions of the ordinary shares granted in December 2021 to executives and other members of senior management are subject to achieving a minimum total shareholder return relative to the NASDAQ Biotechnology Index. The Company recognizes the compensation cost related to these grants to the extent it considers achievement of the milestones to be probable. As of June 30, 2024,Â twoÂ milestones had been achieved and vested in either 2022 or 2023. Additionally, anotherÂ twoÂ milestones are considered probable as of December 31, 2023 and June 30, 2024.â€‹ESPPâ€‹During the six months ended June 30, 2024, 10,150 ordinary shares were issued under the ESPP compared toÂ 5,006 during the same period in 2023. As of June 30, 2024, 86,712 ordinary shares remain available for issuance under the ESPP compared to a total of 111,054 as of June 30, 2023.â€‹12Income taxes â€‹The Company recorded $0.9 million and $1.6 million deferred tax expense in relation to its operations in the U.S. during the three and six months ended June 30, 2024, respectively. The Company recorded $0.2 million deferred tax expense and $1.0 million deferred tax benefit in relation to its operations in the U.S. and France during the three and six months ended June 30, 2023, respectively. â€‹The effective income tax rate of 1.7% and 1.3% during the three and six months ended June 30, 2024 is substantially lower than the enacted rate of 25.8% in the Netherlands as the Company records a valuation allowance against its net deferred tax assets in the Netherlands and a partial a valuation allowance against its net deferred tax assets in France. The effective income tax rate during the three and six months ended June 30, 2023 was 0.2% and (0.7%), respectively, as the Company had recorded a valuation allowance against its net deferred tax assets in the Netherlands.â€‹â€‹13Basic and diluted earnings per shareâ€‹ Diluted earnings per share are calculated by adjusting the weighted average number of ordinary shares outstanding, assuming conversion of all potentially dilutive ordinary shares. As the Company has incurred a loss in the three and six months ended June 30, 2024, all potentially dilutive ordinary shares would have an antidilutive effect, if converted, and thus have been excluded from the computation of loss per share for the three and six months ended June 30, 2024. 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 June 30, 2024 and June 30, 2023, respectively.â€‹17Table of Contentsâ€‹The potentially dilutive ordinary shares are summarized below:â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹Three months ended JuneÂ 30,Â â€‹Six months ended JuneÂ 30,Â â€‹Â Â Â Â 2024Â Â Â Â 2023â€‹2024â€‹2023Anti-dilutive ordinary share equivalentsâ€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹Stock options under 2014 Plans and previous planâ€‹â€‹ 5,706,985â€‹â€‹ 5,297,277â€‹â€‹ 5,706,985â€‹â€‹ 5,297,277Non-vested RSUs and PSUsâ€‹â€‹ 2,762,523â€‹â€‹ 2,730,672â€‹â€‹ 2,762,523â€‹â€‹ 2,730,672ESPPâ€‹â€‹ â€”â€‹â€‹ 2,455â€‹â€‹ â€”â€‹â€‹ 2,455Total anti-dilutive ordinary share equivalentsâ€‹â€‹ 8,469,508â€‹â€‹ 8,030,404â€‹â€‹ 8,469,508â€‹â€‹ 8,030,404â€‹â€‹14Subsequent eventsâ€‹On June 29, 2024 the Company entered into a transaction with Genezen (refer to Note 3 â€œAssets held for sale and divestiture of commercial manufacturing activitiesâ€). â€‹On July 23, 2024 the Company announced the closing of the sale of its Lexington Facility to Genezen and on August 1, 2024, the Company announced an organizational restructuring.Â These actions were the outcome of a recently completed, comprehensive review of the Companyâ€™s operations with the goals of conserving capital and streamlining the organization.Â As part of these changes, the Company expects to eliminate approximatelyÂ 300 positions or 65% of its workforce. The Company estimates that it will incur costs in the range of $6.5 million to $7.5 million in connection with the restructuring, consisting primarily of cash expenditures related to employee severance costs. These costs are subject to assumptions, including local law requirements, and actual expenses may differ materially from the estimates disclosed above. TheÂ restructuring is subject to the review by the Companyâ€™s Amsterdam-based works council, which is expected to be completed in the third quarter of 2024. The Company expects the restructuring to be substantially completed by the end of 2024.â€‹â€‹18Table of ContentsItem 2.Managementâ€™s Discussion and Analysis of Financial Condition and Results of Operationsâ€‹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 â€œRisk Factors,â€ and our audited financial information and the notes thereto included in our Annual Report on Form 10-K (the â€œAnnual Reportâ€). Our unaudited consolidated financial statements have been prepared in accordance with generally accepted accounting principles in the U.S. (â€œU.S. GAAPâ€) and unless otherwise indicated are presented in U.S. dollars.â€‹Overviewâ€‹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 Huntingtonâ€™s disease, amyotrophic lateral sclerosis (â€œALSâ€), refractory mesial temporal lobe epilepsy (â€œMTLEâ€) and Fabry disease. â€‹Business Developmentsâ€‹Huntingtonâ€™s disease program (AMT-130) updated interim clinical dataâ€‹AMT-130 is our novel gene therapy candidate for the treatment of Huntingtonâ€™s disease, which utilizes our proprietary, gene-silencing miQURE platform and incorporates an AAV vector carrying a micro ribonucleic acid (â€œmiRNAâ€) specifically designed to silence the huntingtin gene and the potentially highly toxic exon 1 protein fragment.We are currently conducting a multi-center randomized, controlled, and blinded Phase I/II clinical trial for AMT-130 in the U.S. (â€œUS studyâ€) as well as an open-label Phase Ib/II study in Europe with the same early-manifest criteria for Huntingtonâ€™s disease as the U.S. study (â€œEuropean studyâ€). We completed the enrollment of all 26 patients in the first two cohorts of our US study in March 2022 and the enrollment of 13 patients in the two cohorts of our European study in June 2023.In November 2023, we initiated patient dosing in a third cohort of up to 12 patients to further investigate both doses of AMT-130 in combination with perioperative immunosuppression. Patient enrollment is ongoing in this cohort with a focus on evaluating near-term safety and tolerability. â€‹On June 3, 2024, we announced that the FDA granted Regenerative Medicine Advanced Therapy (â€œRMATâ€) designation for AMT-130 for the treatment of Huntingtonâ€™s disease. The FDA granted RMAT designation based on the potential of AMT-130 to address the major unmet medical need among patients with Huntingtonâ€™s disease. The designation follows the FDAâ€™s review of interim Phase I/II clinical data for AMT-130 announced in December 2023 and is based on an analysis comparing these 24-month clinical data to a non-concurrent criteria-matched natural history cohort.â€‹On July 9, 2024, we announced updated interim clinical data including up to 24 months of follow-up data from 29 treated patients enrolled in the ongoing U.S. and European Phase I/II clinical trials of AMT-130 for the treatment of Huntingtonâ€™s disease. â€‹The data included a statistical analysis of clinical outcomes for the 21 treated patients at 24 months compared to an expanded, propensity-weighted external control (n=154) developed in collaboration with the Cure Huntingtonâ€™s Disease Initiative (CHDI) using data from the TRACK-HD, TRACK-ON and PREDICT-HD natural history studies. The external control includes patients that met the Phase I/II clinical trial eligibility criteria, and whose data contributions were statistically weighted using propensity scoring to closely match the baseline characteristics of patients treated with AMT-130. Disease-related outcomes for these well-balanced cohorts were then compared after 24 months follow-up and are summarized below:â€‹â€‹19Table of Contentsâ—A statistically significant, dose-dependent, slowing in disease progression measured by the composite Unified Huntingtonâ€™s Disease Rating Scale (cUHDRS) was observed through 24 months in patients receiving the high dose of AMT-130.â€‹At 24 months, the mean change in cUHDRS for patients receiving the high-dose of AMT-

130 was -0.2 compared to -1.0 for patients in the propensity score-weighted external control, representing an 80% slowing of disease progression (p=0.007).â€‹oAt 24 months, the mean change in cUDHRS for patients receiving the low-dose of AMT-130 was -0.7 compared to -1.0 for patients in the propensity score-weighted external control, representing a 30% slowing of disease progression (p=0.21).â€‹ocUHDRS has been demonstrated to be the most sensitive measurement of clinical progression in Huntingtonâ€™s disease patients.â€‹â—Trends in measurements of motor and cognitive function showed near-baseline stability throughout the 24 months of follow-up in patients receiving the high dose of AMT-130.â€‹â—A statistically significant reduction of NfL in cerebrospinal fluid (CSF) was observed in patients treated with AMT-130.â€‹oPatients treated with AMT-130 had a mean reduction in CSF NfL of 11% compared to baseline (p=0.02) at 24 months.â€‹oMean CSF NfL levels for both high and low doses were below baseline at 24 months.â€‹oCSF NfL is a biomarker of neurodegeneration that has been shown to be associated with the clinical severity of Huntingtonâ€™s disease. An independent natural history study demonstrated a 26% increase in CSF NfL at 24 months in patients with early manifest Huntingtonâ€™s disease (n=19).â€‹Based on data observed to date, AMT-130 remains generally well-tolerated, with a manageable safety profile at both doses. There were no new AMT-130-related serious adverse events reported.â€‹We intend to hold a Type B, multi-disciplinary RMAT meeting with U.S. Food and Drug Administration (FDA) to present these updated data and discuss potential clinical development pathways.â€‹Sale of commercial manufacturing activitiesâ€‹On June 29, 2024, we and our affiliates, uniQure Inc. and uniQure B.V., entered into various agreements with Genezen Holdings Inc. and its affiliate Genezen MA, Inc. (together â€œGenezenâ€) to sell our commercial manufacturing activities located in Lexington, MA (the â€œLexington Facilityâ€) (the â€œLexington Transactionâ€). The transaction closed on July 22, 2024 (the â€œClosingâ€). As consideration, we received (i) shares of newly issued Series C preferred stock of Genezen Holdings Inc. valued at $12.5 million, which are convertible into common stock and will accrue an 8.0% per annum cumulative dividend, and (ii) a convertible promissory note with a nominal amount of $12.5 million, bearing interest at 8.0% per annum and maturing 63 months following the date of issuance (the â€œConsiderationâ€). Our Chief Executive Officer, Matthew Kapusta will join the board of directors of Genezen in connection with the closing of the transaction.â€‹We entered into an asset purchase agreement (â€œAPAâ€) with Genezen. Pursuant to the APA, Genezen agreed to acquire the manufacturing equipment and related manufacturing operations along with certain other assets associated with the Lexington Facility.â€‹We, Genezen and the landlord of our Lexington Facility entered into an agreement for us to assign and Genezen to assume the existing lease agreement between us and the landlord. â€‹Genezen extended offers of employment to a significant majority of our employees located at the Lexington Facility, with the remaining employees terminated effective August 30, 2024. 20Table of ContentsConcurrent with entering into the APA, we entered into a commercial supply agreement (â€œCSAâ€) with Genezen. Pursuant to the terms of the CSA, we subcontracted the manufacturing of HEMGENIXÂ® to Genezen. The CSA includes a minimum term of three years and minimum purchase commitments of HEMGENIXÂ® commercial supplies of $43.3 million over the first three-years, unless certain contractual provisions are triggered. We will continue to sell these HEMGENIXÂ® commercial supplies to CSL Behring.â€‹Additionally, we entered into a development and other manufacturing services agreement (â€œDMSAâ€) with Genezen. Pursuant to the terms of the DMSA, we have preferred customer status to receive manufacturing and development services to support our investigational gene therapy programs and other services related to the manufacture of HEMGENIXÂ® under the CSA. The DMSA has a minimum term of three years and requires us to purchase services for a total minimum of $14.0 million.â€‹The CSA and DMSA became effective at Closing.â€‹As a result of the Lexington Transaction, the Chief Operating Officer role was eliminated, and Pierre Caloz, will depart the company, continuing to lend his expertise in an advisory capacity. In connection with Mr. Calozâ€™s departure, the Board of Directors of the Company have appointed Amin Abujoub, Ph.D., our current Chief Quality Officer, to serve as the Companyâ€™s Chief Technical Operations Officer, effective as of July 22, 2024.â€‹Hercules Loan Repayment and Amendmentâ€‹On June 28, 2024 we and Hercules amended the 2023 Amended Facility (â€œ2024 Amended Facilityâ€). On July 19, 2024, in connection with the closing of the Lexington Transaction, we prepaid $50.0 million of the total $100.0 million principal outstanding. The remaining $50.0 million principal outstanding will need to be repaid on January 5, 2027 (the â€œMaturity Dateâ€).â€‹Results of the business reviewâ€‹On July 23, 2024, we announced the closing of the sale of its Lexington Facility to Genezen and on August 1, 2024, we announced an organizational restructuring.Â These actions were the outcome of a recently completed, comprehensive review of our operations with the goals of conserving capital and streamlining the organization.Â As part of these changes, we expect to eliminate approximatelyÂ 300 positions or 65% of our workforce. We estimate that we will incur costs in the range of $6.5 million to $7.5 million in connection with the restructuring, consisting primarily of cash expenditures related to employee severance costs. These costs are subject to assumptions, including local law requirements, and actual expenses may differ materially from the estimates discussed above. TheÂ restructuring is subject to the review by our Amsterdam-based works council, which is expected to be completed in the third quarter of 2024. We expect the restructuring to be substantially completed by the end of 2024.â€‹Recent Developments of other Product Candidatesâ€‹Temporal lobe epilepsy program (AMT-260)â€‹In August 2023, the FDA cleared the IND application for AMT-260, our gene therapy candidate for refractory MTLE. AMT-260 comprises an AAV9 vector that locally delivers two engineered miRNAs designed to degrade the GRIK2 gene and suppress the aberrant expression of glutamate receptor subtype GLUK2 that is believed to trigger seizures in patients with refractory MTLE. â€‹We are initiating a Phase I/IIa clinical trial that will be conducted in the United States and consist of two parts. The first part is a multicenter, open-label trial with two dosing cohorts of six patients each to assess safety, tolerability, and first signs for efficacy of AMT-260 in patients with refractory MTLE. The second part is expected to be a randomized, controlled trial to generate proof of concept (â€œPOCâ€) data.â€‹Fabry disease program (AMT-191)â€‹AMT-191 is our gene therapy candidate for the treatment of Fabry disease. AMT-191 comprises of an AAV5 capsid that incorporates the Î±-galactosidase A (â€œGLAâ€) transgene and a proprietary, highly potent, liver-specific promoter. In November 2023 we announced that the FDA had cleared the IND application for AMT-191.â€‹21Table of ContentsWe are initiating a first-in-human Phase I/IIa clinical trial that will be conducted in the United States. The multicenter, open-label clinical trial consists of two dose-escalating cohorts of up to three adult male patients each to assess safety, tolerability, and early signs of efficacy of AMT-191 in patients with Fabry disease. â€‹Amyotrophic Lateral Sclerosis (AMT-162)â€‹AMT-162 is our gene therapy candidate for a one-time, intrathecally administered investigational gene therapy for ALS caused by mutations in superoxide dismutase 1 (â€œSOD1â€), a rapidly progressing, rare motor neuron disease that leads to loss of everyday functions and is uniformly fatal. Mutations in the SOD1 gene of ALS account for approximately one-fifth of all inherited forms of this fatal disease. AMT-162 is comprised of a recombinant AAVrh10 vector that expresses a miRNA designed to knock down the expression of SOD1 with the goal of slowing down or potentially reversing the progression of ALS in patients with SOD1 mutations. The FDA has cleared the IND application for AMT-162 and has granted Orphan Drug and Fast Track designation.We are initiating a first-in-human Phase I/II clinical trial that will be a U.S.-based, multi-center, open-label trial consisting of three cohorts with up to four patients each receiving a one-time intrathecal infusion with immunosuppression. Safety, tolerability and early signs of efficacy will be evaluated in the study.â€‹Financial OverviewKey components of our results of operations include the following: â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹Three months ended JuneÂ 30,Â â€‹Six months ended JuneÂ 30,Â â€‹Â Â Â Â 2024Â Â Â Â 2023Â Â Â Â 2024Â Â Â Â 2023â€‹â€‹(in thousands)Total revenuesâ€‹$ 11,126â€‹$ 2,422â€‹$ 19,611â€‹$ 7,747Cost of license revenuesâ€‹â€‹ (234)â€‹â€‹ â€”â€‹â€‹ (384)â€‹â€‹ â€”Cost of contract manufacturing revenuesâ€‹â€‹ (7,227)â€‹â€‹ (1,352)â€‹â€‹ (16,303)â€‹â€‹ (3,787)Research and development expensesâ€‹â€‹ (33,655)â€‹â€‹ (46,036)â€‹â€‹ (74,347)â€‹â€‹ (106,845)Selling, general and administrative expensesâ€‹â€‹ (15,767)â€‹â€‹ (21,181)â€‹â€‹ (29,704)â€‹â€‹ (39,029)Net lossâ€‹â€‹ (56,299)â€‹â€‹ (68,474)â€‹â€‹ (121,917)â€‹â€‹ (145,701)â€‹As of June 30, 2024 and December 31, 2023, we had cash and cash equivalents and investment securities of $524.4 million and $617.9 million, respectively. We had a net loss of $56.3 million and $121.9 million in the three and six months ended June 30, 2024, respectively, compared to a net loss of $68.5 million and $145.7 million for the same period in 2023. As of June 30, 2024 and December 31, 2023, we had accumulated deficits of $1,012.3 million and $890.4 million, respectively. â€‹See â€œResults of Operationsâ€ below for a discussion of the detailed components and analysis of the amounts above.Critical Accounting Policies and Estimates In preparing our consolidated financial statements in accordance with U.S. GAAP and pursuant to the rules and regulations promulgated by the Securities and Exchange Commission (the â€œSECâ€) 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 six months ended June 30, 2024 with the exception of determining the accounting treatment of the Lexington Transaction. â€‹22Table of ContentsLexington Transactionâ€‹We entered into various agreements with Genezen on June 29, 2024 to divest our Lexington Facility in return for the Consideration. The Lexington Transaction closed on July 22, 2024. We determined that as of June 30, 2024 the requirements of Topic 360 to classify certain assets as assets held for sale within our consolidated Balance Sheet were met. Accordingly, we presented tangible assets with a carrying amount of $15.3 million, the right-of-use asset related to the Lexington Facility with a carrying amount of $11.9 million, goodwill with a carrying amount of $2.5 million, as well as inventory with a net realizable value of $8.0 million within â€œAssets held for saleâ€ on our consolidated Balance Sheet. In addition, we presented $17.9 million of leasehold liabilities within â€œLiabilities held for saleâ€. If these criteria had not been met, then we would have continued to present these items respectively within â€œProperty, plant and equipment, net of accumulated depreciationâ€, â€œInventories, netâ€, â€œOperating lease right-of-use assetsâ€, â€œCurrent portion of operating lease liabilitiesâ€, and â€œOperating lease liabilities, net of current portionâ€ within the consolidated balance sheets. â€‹We determined that the closing conditions were contingent on several conditions that were not met as of June 30, 2024. Therefore, we did not account for the result of the divestment in the three- and six-month period ended June 30, 2024.â€‹Cost of contract manufacturingâ€‹We entered into a development and commercial supply agreement with CSL Behring in June 2020. We recognize the cost to manufacture HEMGENIXÂ® under such agreement as cost of contract manufacturing. Research and development expensesWe expense research and development (â€œR&Dâ€) 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:â—employee-related expenses, including salaries, benefits, travel and share-based compensation expense;â—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;â—costs incurred to conduct consistency and comparability studies;â—costs incurred for the development and improvement of our manufacturing processes and methods;â—costs associated with research activities for enabling technology platforms, such as next-generation vectors, promoters and re-administration of gene therapies;â—costs associated with the rendering of collaboration services;â—payments related to identifiable intangible assets without an alternative future use;â—payments to our licensors for milestones that have been achieved related to our product candidates;â—facilities, depreciation, and other expenses, which include direct and allocated expenses for rent and maintenance of facilities, insurance, and other supplies; andâ—changes in the fair value of liabilities recorded in relation to our acquisition of uniQure France SAS. 23Table of ContentsOur 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 judgement due to numerous risks and uncertainties associated with developing gene therapies, including the uncertainty of:â—the scope, rate of progress and expense of our research and development activities;â—our ability to successfully manufacture and scale-up production;â—clinical trial protocols, speed of enrollment and resulting data;â—the effectiveness and safety of our product candidates; andâ—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 candidate. Selling, general and administrative expensesOur 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 directorsâ€™ 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, netOur other income primarily consists of payments received to subsidize our research and development efforts and income from the subleasing of our Amsterdam facility. Our other expense primarily consists of expenses we incur in relation to our subleasing income.â€‹24Table of ContentsResults of Operationsâ€‹Comparison of the three months ended June 30, 2024 and 2023â€‹The following table presents a comparison of our results of operations for the three months ended June 30, 2024 and 2023.â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹Three months ended JuneÂ 30,Â â€‹Â Â Â Â 2024Â Â Â Â 2023Â Â Â Â 2024 vs 2023â€‹â€‹(in thousands)Total revenuesâ€‹$ 11,126â€‹$ 2,422â€‹$ 8,704Operating expenses:â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹Cost of license revenuesâ€‹â€‹ (234)â€‹â€‹ â€”â€‹â€‹ (234)Cost of contract manufacturingâ€‹â€‹ (7,227)â€‹â€‹ (1,352)â€‹â€‹ (5,875)Research and development expensesâ€‹â€‹ (33,655)â€‹â€‹ (46,036)â€‹â€‹ 12,381Selling, general and administrative expensesâ€‹â€‹ (15,767)â€‹â€‹ (21,181)â€‹â€‹ 5,414Total operating expensesâ€‹â€‹ (56,883)â€‹â€‹ (68,569)â€‹â€‹ 11,686Other incomeâ€‹â€‹ 1,983â€‹â€‹ 1,302â€‹â€‹ 681Other expenseâ€‹â€‹ (236)â€‹â€‹ (229)â€‹â€‹ (7)Loss from operationsâ€‹â€‹ (44,010)â€‹â€‹ (65,074)â€‹â€‹ 21,064Other non-operating items, netâ€‹â€‹ (11,341)â€‹â€‹ (3,237)â€‹â€‹ (8,104)Net loss before income tax expenseâ€‹$ (55,351)â€‹$ (68,311)â€‹$ 12,960Income tax expenseâ€‹â€‹ (948)â€‹â€‹ (163)â€‹â€‹ (785)Net lossâ€‹$ (56,299)â€‹$ (68,474)â€‹$ 12,175â€‹Revenuesâ€‹Our revenues for the three months ended June 30, 2024 and 2023 were as follows:â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹Three months ended JuneÂ 30,Â â€‹Â Â Â Â 2024Â Â Â Â 2023Â Â Â Â 2024 vs 2023â€‹â€‹(in thousands)License revenuesâ€‹$ 1,869â€‹$ 793â€‹$ 1,076Contract manufacturing revenuesâ€‹â€‹ 2,124â€‹â€‹ 1,310â€‹â€‹ 814Collaboration revenuesâ€‹â€‹ 7,133â€‹â€‹ 319â€‹â€‹ 6,814Total revenuesâ€‹$ 11,126â€‹$ 2,422â€‹$ 8,704â€‹License revenuesWe recognize license revenues from CSL Behring, related to royalty payments owed on HEMGENIXÂ® sales, when earned. For the three months ended June 30, 2024, we recognized $1.9 million of license revenues, compared to $0.8 million for the same period in 2023. Â â€‹Contract manufacturing revenuesWe recognize contract manufacturing revenues related to contract manufacturing HEMGENIXÂ®Â for CSL Behring. Contract manufacturing revenues is realized when earned upon sales of HEMGENIXÂ® drug product to CSL Behring. We recognized $2.1 million contract manufacturing revenues in the three months ended June 30, 2024, compared to $1.3 million for the same period in 2023. â€‹Collaboration revenuesWe provide services to CSL Behring in accordance with the CSL Behring Agreement. Collaboration revenue related to these contracted services is recognized when the performance obligations are satisfied.â€‹For the three months ended June 30, 2024 and 2023 we recognized $7.1 million and $0.3 million of collaboration revenue for CSL Behring, respectively. The increase in collaboration revenue of $6.8 million in the three months ended June 30, 2024 compared to the same period in 2023 was primarily related to additional development and other services provided to CSL Behring in relation to the CSL Behring Agreement.25Table of ContentsCost of contract manufacturing We incurred $7.2 million of cost of contract manufacturing related to the manufacture of HEMGENIXÂ® in the three months ended June 30, 2024, compared to $1.4 million cost of contract manufacturing in the three months ended June 30, 2023. The increase in cost of $5.9 million in 2024 is primarily related to expensing costs not expected to be recovered from selling HEMGENIXÂ® under the terms of our development and commercial supply agreement with CSL Behring.R&D expensesR&D expenses for the three months ended June 30, 2024 were $33.7 million, compared to $46.0 million for the same period in 2023. Other research and development expenses are separately classified in the table below. These other expenses are not allocated as they are deployed across multiple projects under development.â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹Three months ended JuneÂ 30,Â â€‹â€‹2024â€‹2023â€‹2024 vs 2023â€‹â€‹(in thousands)Huntington's disease (AMT-130)â€‹â€‹ 2,894â€‹â€‹ 4,243â€‹â€‹ (1,349)Temporal lobe epilepsy (AMT-260)â€‹â€‹ 1,998â€‹â€‹ 2,486â€‹â€‹ (488)Amyotrophic lateral sclerosis (AMT-162)â€‹â€‹ 1,652â€‹â€‹ 587â€‹â€‹ 1,065Fabry disease (AMT-191)â€‹â€‹ 1,455â€‹â€‹ 400â€‹â€‹ 1,055Programs in preclinical development and platform related expensesâ€‹â€‹ 898â€‹â€‹ 2,257â€‹â€‹ (1,359)Etranacogene dezaparvovec (AMT-060/061)â€‹â€‹ â€”â€‹â€‹ (2,003)â€‹â€‹ 2,003Total direct research and development expensesâ€‹$ 8,897â€‹$ 7,970â€‹$ 927â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹Employee and contractor-related expensesâ€‹â€‹ 13,035â€‹â€‹ 17,760â€‹â€‹ (4,725)Facility expensesâ€‹â€‹ 5,976â€‹â€‹ 7,676â€‹â€‹ (1,700)Share-based compensation expenseâ€‹â€‹ 2,856â€‹â€‹ 4,732â€‹â€‹ (1,876)Other expensesâ€‹â€‹ 2,159â€‹â€‹ 1,786â€‹â€‹ 373Disposablesâ€‹â€‹ 1,420â€‹â€‹ 5,875â€‹â€‹ (4,455)Severance costsâ€‹â€‹ 1,098â€‹â€‹ â€”â€‹â€‹ 1,098Fair value changes related to contingent considerationâ€‹â€‹ (1,786)â€‹â€‹ 237â€‹â€‹ (2,023)Total other research and development expensesâ€‹$ 24,758â€‹$ 38,066â€‹$ (13,308)â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹Total research and development expensesâ€‹$ 33,655â€‹$ 46,036â€‹$ (12,381)â€‹Direct research and development expenses Huntingtonâ€™s disease (AMT-130)In the three months ended June 30, 2024 and June 30, 2023, we incurred costs of $2.9 million and $4.2 million respectively. Our external costs for the

development of AMT-130 were primarily related to the execution of our Phase I/II clinical trials in the U.S. and in Europe. We completed enrollment of the first two cohorts in the U.S. in March 2022 and in Europe in June 2023. This resulted in a $1.3 million reduction of costs in 2024 compared to the prior year as we typically incur higher costs during the first six months of patient follow-up compared to the period thereafter.Temporal lobe epilepsy (AMT-260)In the three months ended June 30, 2024 and June 30, 2023, we incurred costs of $2.0 million and $2.5 million respectively, for the development of AMT-260. In August 2023, the FDA cleared our IND application, and we continue to incur costs for the preparation of a Phase I clinical trial.26Table of ContentsAmyotrophic Lateral Sclerosis caused by mutations in SOD1 (AMT-162)On January 31, 2023, we entered into a global licensing agreement with Apic Bio for AMT-162. In the three months ended June 30, 2024, we incurred $1.6 million of costs to initiate a Phase I/II clinical trial in 2024. In the three months ended June 30, 2023 we incurred $0.6 million of expenses related to our preclinical activities. Â Fabry disease (AMT-191)In the three months ended June 30, 2024 and June 30, 2023, we incurred costs of $1.5 million and $0.4 million, respectively, related to our development of AMT-191. In November 2023, the FDA cleared the IND application, and we started incurring additional costs for the Phase I/II clinical trial preparation. Preclinical programs and platform developmentIn the three months ended June 30, 2024 and June 30, 2023, we incurred $0.9 million and $2.3 million of costs, respectively, primarily related to our preclinical activities associated with product candidates for various other research programs and technology innovation projects. Etranacogene dezaparvovec (AMT-060/061)We transitioned activities related to the clinical trial and long-term follow-up of patients to CSL Behring in December 2022. Direct research and development expenses related to clinical development and other regulatory activities and commercialization expenses incurred in the three months ended June 30, 2024 and June 30, 2023 are presented net of reimbursements due from CSL Behring and include settlement amounts from the transition.Other research & development expensesâ—We incurred $13.0 million in personnel and contractor-related expenses in the three months ended June 30, 2024, compared to $17.8 million for the same period in 2023. The decrease was primarily related to the Lexington facility being primarily dedicated to contract manufacturing during the three months ended June 30, 2024 compared to the facility having been dedicated to research and development activities in the prior period;â—We incurred $6.0 million in operating expenses and depreciation expenses related to our rented facilities in Amsterdam and Lexington, Massachusetts in the three months ended June 30, 2024, compared to $7.7 million in the same period in 2023; â—We incurred $2.9 million in share-based compensation expenses in the three months ended June 30, 2024, compared to $4.7 million for the same period in 2023. The decrease was primarily a result of the reduction in expense from the restructuring that occurred in October 2023 and a decrease in the fair value of the awards granted;â—We incurred $2.2 million of other expenses for the three months ended June 30, 2024, compared to $1.8 million for the same period in 2023;â—We incurred $1.4 million in disposable costs in the three months ended June 30, 2024, compared to $5.9 million for the same period in 2023. The decrease was primarily a result of the reduction in expense from the restructuring that occurred in October 2023;â—We included $1.1 million of severance costs related to the Lexington Transaction in the three months ended June 30, 2024 with no such cost in the same period in 2023; andâ—We recognized a $1.8 million gain in the three months ended June 30, 2024 related to a decrease in the fair value of contingent consideration associated with the acquisition of uniQure France SAS, compared to $0.2 million increase in fair value for the same period in 2023.Selling, general and administrative expensesSelling, general and administrative expenses for the three months ended June 30, 2024 were $15.8 million, compared to $21.2 million for the same period in 2023. â—We incurred $5.7 million in personnel and contractor-related expenses in the three months ended June 30, 2024, compared to $6.4 million in the same period in 2023. The decrease was primarily related to the reduction in personnel and contractors as a result of the restructuring that occurred in October 2023;27Table of Contentsâ—We incurred $4.1 million in professional fees in the three months ended June 30, 2024, compared to $2.5 million in the same period in 2023. We regularly incur accounting, audit and legal fees associated with operating as a public company. The increase from the prior period includes an increase in professional fees related to the Lexington Transaction;â—We incurred $3.3 million in share-based compensation expenses in the three months ended June 30, 2024, compared to $4.0 million in the same period in 2023; â—We incurred $1.6 million in other expenses in the three months ended June 30, 2024, compared to $3.2 million in the same period in 2023. The $1.6 million decrease was primarily related to a decrease in intellectual property fees as well as a reduction of expenses for information technology;â—We incurred $0.3 million of severance costs related to the Lexington Transaction in the three months ended June 30, 2024 with no such cost in the same period in 2023; andâ—We incurred nil in financial advisory fees in relation to our licensing transaction with CSL Behring in the three months ended June 30, 2024, compared to $3.8 million in 2023. â€‹Other items, netWe recognized $1.6 million in other income from payments received from European authorities to subsidize our research and development efforts in the Netherlands in the three months ended June 30, 2024, compared to $1.2 million for the same period in 2023.â€‹Other items, net for the periods presented primarily related to income from the subleasing of our Amsterdam facility and expenses we incur in relation to the subleasing facility.â€‹Other non-operating items, netOur other non-operating items, net, for the three months ended June 30, 2024 and 2023 were as follows:â€‹Three months ended JuneÂ 30,Â â€‹Â Â Â Â 2024Â Â Â Â 2023Â Â Â Â 2024 vs 2023â€‹â€‹(in thousands)Interest incomeâ€‹$ 5,805â€‹$ 3,229â€‹$ 2,576Interest expenseâ€‹â€‹ (16,157)â€‹â€‹ (6,840)â€‹â€‹ (9,317)Foreign currency (losses) / gains, netâ€‹â€‹ (989)â€‹â€‹ 374â€‹â€‹ (1,363)Total non-operating expense, netâ€‹$ (11,341)â€‹$ (3,237)â€‹$ (8,104)â€‹We recognize interest income associated with our cash and cash equivalents and investment securities. We recognized $5.8 million in interest income in the three months ended June 30, 2024, compared to $3.2 million in the same period in the prior year. Our interest income increased by $2.6 million due to the interest income earned on investment securities as well as cash on hand during the three months ended June 30, 2024. â€‹We recognized $16.2 million in interest expense for the three months ended June 30, 2024 and $6.8 million for the three months ended June 30, 2023. Our interest expense in 2024 increased due to an increase of $9.3 million in non-cash interest expense related to the Royalty Financing Agreement that we entered into in May 2023.We hold monetary items and enter into transactions in foreign currencies, predominantly in euros and U.S. dollars. We recognize foreign exchange results related to changes in these foreign currencies. We recognized a net foreign currency loss, related to our borrowings from Hercules, the Royalty Financing Agreement and our cash and cash equivalents and investment securities as well as loans between entities within the uniQure group, of $1.0 million during the three months ended June 30, 2024, compared to a net gain of $0.4 million during the same period in 2023. Income tax benefitWe recognized $0.9 million of deferred tax expense in the three months ended June 30, 2024, and $0.2 million of deferred tax expense for the same period in 2023.â€‹28Table of Contentsâ€‹Comparison of the six months ended June 30, 2024 and 2023â€‹The following table presents a comparison of our results of operations for the six months ended June 30, 2024 and 2023:â€‹Six months ended JuneÂ 30,Â â€‹â€‹2024â€‹2023â€‹2024 vs 2023â€‹â€‹(in thousands)Total revenuesâ€‹$ 19,611â€‹$ 7,747â€‹$ 11,864Operating expenses:â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹Cost of license revenuesâ€‹â€‹ (384)â€‹â€‹ â€”â€‹â€‹ (384)Cost of contract manufacturingâ€‹â€‹ (16,303)â€‹â€‹ (3,787)â€‹â€‹ (12,516)Research and development expensesâ€‹â€‹ (74,347)â€‹â€‹ (106,845)â€‹â€‹ 32,498Selling, general and administrative expensesâ€‹â€‹ (29,704)â€‹â€‹ (39,029)â€‹â€‹ 9,325Total operating expensesâ€‹â€‹ (120,738)â€‹â€‹ (149,661)â€‹â€‹ 28,923Other incomeâ€‹â€‹ 3,359â€‹â€‹ 3,113â€‹â€‹ 246Other expenseâ€‹â€‹ (470)â€‹â€‹ (445)â€‹â€‹ (25)Loss from operationsâ€‹â€‹ (98,238)â€‹â€‹ (139,246)â€‹â€‹ 41,008Non-operating expense, netâ€‹â€‹ (22,075)â€‹â€‹ (7,499)â€‹â€‹ (14,576)Loss before income tax benefitâ€‹$ (120,313)â€‹$ (146,745)â€‹â€‹ 26,432Income tax (expense) / benefitâ€‹â€‹ (1,604)â€‹â€‹ 1,044â€‹â€‹ (2,648)Net lossâ€‹$ (121,917)â€‹$ (145,701)â€‹$ 23,784â€‹Revenueâ€‹Our revenue for the six months ended June 30, 2024 and 2023 was as follows:â€‹Six months ended JuneÂ 30,Â â€‹2024Â Â Â Â 2023Â Â Â Â 2024 vs 2023â€‹â€‹(in thousands)License revenues$ 3,071â€‹$ 793â€‹$ 2,278Contract manufacturing revenuesâ€‹â€‹ 6,114â€‹â€‹ 6,247â€‹â€‹ (133)Collaboration revenuesâ€‹â€‹ 10,426â€‹â€‹ 707â€‹â€‹ 9,719Total revenues$ 19,611â€‹$ 7,747â€‹$ 11,864â€‹â€‹License revenuesWe recognize license revenues from CSL Behring, related to royalty payments owed on HEMGENIXÂ® sales, when earned. For the six months ended June 30, 2024, we recognized $3.1 million of license revenues, compared to $0.8 million for the same period in 2023. Â â€‹Contract manufacturing revenuesWe recognize contract manufacturing revenues related to contract manufacturing HEMGENIXÂ®Â for CSL Behring. Contract manufacturing revenues is realized when earned upon sales of HEMGENIXÂ® drug product to CSL Behring. We recognized $6.1 million contract manufacturing revenues in the six months ended June 30, 2024, compared to $6.2 million for the same period in 2023. â€‹Collaboration revenuesWe provide services to CSL Behring in accordance with the CSL Behring Agreement. Collaboration revenue related to these contracted services is recognized when the performance obligations are satisfied.â€‹29Table of ContentsFor the six months ended June 30, 2024 and 2023 we recognized $10.4 million and $0.7 million of collaboration revenue for CSL Behring, respectively. The increase in collaboration revenue of $9.7 million in the six months ended June 30, 2024 compared to the same period in 2023 was primarily related to additional development and other services provided to CSL Behring in relation to the CSL Behring Agreement.â€‹Cost of contract manufacturing We incurred $16.3 million of cost of contract manufacturing related to the manufacture of HEMGENIXÂ® in the six months ended June 30, 2024, compared to $3.8 million cost of contract manufacturing in the six months ended June 30, 2023. The increase in cost of $12.5 million in 2024 is primarily related to expensing costs not expected to be recovered from selling HEMGENIXÂ® under the terms of our development and commercial supply agreement with CSL Behring.R&D expenseR&D expenses for the six months ended June 30, 2024 were $74.3 million, compared to $106.8 million for the same period in 2023. Other research and development expenses are separately classified in the table below. These other expenses are not allocated as they are deployed across multiple projects under development.â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹Six months ended JuneÂ 30,Â â€‹â€‹2024â€‹2023â€‹2024 vs 2023â€‹â€‹(in thousands)Huntington's disease (AMT-130)â€‹â€‹ 5,320â€‹â€‹ 7,976â€‹â€‹ (2,656)Temporal lobe epilepsy (AMT-260)â€‹â€‹ 4,252â€‹â€‹ 7,308â€‹â€‹ (3,056)Amyotrophic lateral sclerosis (AMT-162)â€‹$ 3,629â€‹$ 10,628â€‹$ (6,999)Fabry disease (AMT-191)â€‹â€‹ 2,825â€‹â€‹ 1,488â€‹â€‹ 1,337Programs in preclinical development and platform related expensesâ€‹â€‹ 1,347â€‹â€‹ 4,142â€‹â€‹ (2,795)Etranacogene dezaparvovec (AMT-060/061)â€‹â€‹ â€”â€‹â€‹ (1,336)â€‹â€‹ 1,336Total direct research and development expensesâ€‹$ 17,373â€‹$ 30,206â€‹$ (12,833)â€‹Employee and contractor-related expensesâ€‹â€‹ 29,958â€‹â€‹ 36,463â€‹â€‹ (6,505)Facility expensesâ€‹â€‹ 13,071â€‹â€‹ 14,462â€‹â€‹ (1,391)Share-based compensation expenseâ€‹â€‹ 6,281â€‹â€‹ 9,037â€‹â€‹ (2,756)Other expensesâ€‹â€‹ 4,846â€‹â€‹ 5,684â€‹â€‹ (838)Disposablesâ€‹â€‹ 3,341â€‹â€‹ 9,781â€‹â€‹ (6,440)Severance costsâ€‹â€‹ 1,098â€‹â€‹ â€”â€‹â€‹ 1,098Fair value changes related to contingent considerationâ€‹â€‹ (1,621)â€‹â€‹ 1,212â€‹â€‹ (2,833)Total other research and development expensesâ€‹$ 56,974â€‹$ 76,639â€‹$ (19,665)â€‹Total research and development expensesâ€‹$ 74,347â€‹$ 106,845â€‹$ (32,498)â€‹Direct research and development expenses Huntingtonâ€™s disease (AMT-130)In the six months ended June 30, 2024 and June 30, 2023, we incurred costs of $5.3 million and $8.0 million respectively. Our external costs for the development of AMT-130 were primarily related to the execution of our Phase I/II clinical trials in the U.S. and in Europe. We completed enrollment of the first two cohorts in the U.S. in March 2022 and in Europe in June 2023. This resulted in a $2.7 million reduction of cost in 2024 compared to the prior year as we typically incur higher costs per patient during the first six months of enrollment compared to the follow-up period thereafter.Temporal lobe epilepsy (AMT-260)In the six months ended June 30, 2024 and June 30, 2023, we incurred costs of $4.3 million and $7.3 million respectively, for the development of AMT-260. In August 2023, the FDA cleared our IND application, and we continue to incur costs for the preparation of a Phase I clinical trial.30Table of ContentsAmyotrophic Lateral Sclerosis caused by mutations in SOD1 (AMT-162)On January 31, 2023, we entered into a global licensing agreement with Apic Bio for AMT-162. In the six months ended June 30, 2024, we incurred $3.6 million of costs to initiate a Phase I/II clinical trial in 2024. In the six months ended June 30, 2023 we incurred $10.6 million of expenses related to the transaction. Fabry disease (AMT-191)In the six months ended June 30, 2024 and June 30, 2023, we incurred costs of $2.8 million and $1.5 million, respectively, related to our development of AMT-191. In November 2023, the FDA cleared the IND application, and we started incurring additional costs for the Phase I/II clinical trial preparation. Preclinical programs & platform developmentIn the six months ended June 30, 2024 and June 30, 2023, 2023, we incurred $1.3 million and $4.1 million of costs, respectively, primarily related to our preclinical activities associated with product candidates for various other research programs and technology innovation projects. Etranacogene dezaparvovec (AMT-060/061)We transitioned activities related to the clinical trial and long-term follow-up of patients to CSL Behring in December 2022. Direct research and development expenses related to clinical development and other regulatory activities and commercialization expenses incurred in the six months ended June 30, 2024 and June 30, 2023 are presented net of reimbursements due from CSL Behring and include settlement amounts from the transition.Other research & development expensesâ—We incurred $30.0 million in personnel and contractor-related expenses in the six months ended June 30, 2024, compared to $36.5 million for the same period in 2023. The decrease was primarily related to the Lexington facility being primarily dedicated to contract manufacturing during the six months ended June 30, 2024 compared to the facility having been dedicated to research and development activities in the prior period;â—We incurred $13.1 million in operating expenses and depreciation expenses related to our rented facilities in Amsterdam and Lexington, Massachusetts in the six months ended June 30, 2024, compared to $14.5 million in the same period in 2023; â—We incurred $6.3 million in share-based compensation expenses in the six months ended June 30, 2024, compared to $9.0 million for the same period in 2023. The decrease was primarily a result of the reduction in expense from the restructuring that occurred in October 2023, and a decrease in the fair value of awards granted;â—We incurred $4.8 million of other expenses for the six months ended June 30, 2024, compared to $5.7 million for the same period in 2023;â—We incurred $3.3 million in disposable costs in the six months ended June 30, 2024, compared to $9.8 million for the same period in 2023. The decrease was primarily a result of the reduction in expense from the restructuring that occurred in October 2023; â—We incurred $1.1 million of severance costs related to the Lexington Transaction in the six months ended June 30, 2024 with no such cost in the same period in 2023; andâ—We recognized a $1.6 million gain in the six months ended June 30, 2024 related to a decrease in the fair value of contingent consideration associated with the acquisition of uniQure France SAS, compared to $1.2 million loss related to an increase in fair value for the same period in 2023.Selling, general and administrative expensesSelling, general and administrative expenses for the six months ended June 30, 2024 were $29.7 million, compared to $39.0 million for the same period in 2023. â—We incurred $11.9 million in personnel and contractor-related expenses in the six months ended June 30, 2024, compared to $12.4 million in the same period in 2023. The decrease was primarily related to the reduction in personnel and contractors as a result of the restructuring that occurred in October 2023;31Table of Contentsâ—We incurred $6.8 million in share-based compensation expenses in the six months ended June 30, 2024, compared to $7.8 million in the same period in 2023. The decrease was primarily related to a decrease in the fair value of awards granted; â—We incurred $6.1 million in professional fees in the six months ended June 30, 2024, compared to $5.7 million in the same period in 2023. We regularly incur accounting, audit and legal fees associated with operating as a public company. In 2024, we incurred professional fees related to the Lexington Transaction. There was a partial offset as in the prior period we incurred professional fees related to our global licensing agreement with Apic Bio; â—We incurred $2.9 million in other expenses in the six months ended June 30, 2024, compared to $6.2 million in the same period in 2023. The $3.2 million decrease was primarily related to a decrease in intellectual property fees as well as a reduction of expenses for information technology;â—We incurred $0.3 million of severance costs related to the Lexington Transaction in the six months ended June 30, 2024 with no such cost in the same period in 2023; andâ—We incurred nil in financial advisory fees in relation to our licensing transaction with CSL Behring in the six months ended June 30, 2024, compared to $3.8 million in 2023.â€‹Other items, netWe recognized $2.9 million in other income from payments received from European authorities to subsidize our research and development efforts in the Netherlands in the six months ended June 30, 2024, compared to $2.5 million for the same period in 2023.â€‹Other items, net for the periods presented primarily related to income from the subleasing of our Amsterdam facility and expenses we incur in relation to the subleasing facility.â€‹Other non-operating items, netOur other non-operating items, net, for the six months ended June 30, 2024 and 2023 were as follows:â€‹Six months ended JuneÂ 30,Â â€‹â€‹2024â€‹2023â€‹2024 vs 2023â€‹â€‹(in thousands)Interest incomeÂ Â Â Â $ 12,313Â Â Â Â $ 4,898Â Â Â Â $ 7,415Interest expenseâ€‹â€‹ (32,254)â€‹â€‹ (10,402)â€‹â€‹ (21,852)Foreign currency losses, netâ€‹â€‹ (2,134)â€‹â€‹ (1,995)â€‹â€‹ (139)Total non-operating expense, netâ€‹$ (22,075)â€‹$ (7,499)â€‹$ (14,576)â€‹We recognize interest income associated with our cash and cash equivalents and investment securities. We recognized $12.3 million in interest income in the six months ended June 30, 2024, compared to $4.9 million in the same period in the prior year. Our interest income increased by $7.4 million due to the interest income earned on investment securities as well as cash on hand during the six months ended June 30, 2024. â€‹We recognized $32.3 million in interest expense for the six months ended June 30, 2024 and $10.4 million for the six months ended June 30, 2023. Our interest expense in 2024 mainly increased due to an increase of $21.6 million in non-cash interest expense related to the Royalty Financing Agreement that we entered into in May 2023.We hold monetary items and enter into transactions in foreign currencies, predominantly in euros and U.S. dollars. We recognize foreign exchange results related to changes in these foreign currencies. We recognized a net foreign currency loss, related to our borrowings from Hercules, the Royalty Financing Agreement and our cash and cash equivalents and investment securities as well as loans between entities within the uniQure group, of $2.1 million during the six months ended June 30, 2024, compared to a net loss of $2.0 million during the same period in 2023. Income tax benefitWe recognized $1.6 million of deferred tax expense in the six months ended June 30, 2024, and $1.0 million of deferred tax benefit for the same period in 2023.â€‹32Table of ContentsFinancial Position, Liquidity

and Capital Resourcesâ€‹As of June 30, 2024, we had cash and cash equivalents, restricted cash and investment securities of $527.6 million. Until such time, if ever, as we can generate substantial cash flows from successfully commercializing our proprietary product candidates, we expect to finance our cash needs through a combination of equity offerings, debt financings, collaborations, strategic alliances and marketing, distribution, and licensing arrangements. Based on our current operating plan, research and development plans and our timing expectations related to the progress of our programs, we believe that our cash and cash equivalents and investment securities will fund our operations through the end of 2027. We have based this estimate on assumptions that may prove to be wrong, and we could exhaust our available capital resources sooner than we expect. We expect that we will require additional funding if we decide to advance AMT-130 for our Huntingtonâ€™s disease gene therapy program or any of our other product candidates into late-stage clinical development. Our material cash requirements include the following contractual and other obligations:DebtAs of June 30, 2024, we had an outstanding loan amount owed to Hercules Capital, Inc. (â€œHerculesâ€) for an aggregate principal amount of $100.0 million. On July 19, 2024, in connection with the closing of the Lexington Transaction, we repaid $50.0 million of the $100.0 million of principal outstanding as well as $3.1 million in end-of-term fees. Future interest payments and financing fees associated with the loan after the $50.0 million payment in July total $24.4 million, with $10.6 million payable within 12 months. We are contractually required to repay the remaining $50.0 million in full in January 2027. LeasesWe entered into lease arrangements for facilities, including corporate, manufacturing and office space. As of June 30, 2024, we had fixed lease payment obligations of $48.5 million, with $8.5 million payable within 12 months. Following the closing of the Lexington Transaction on July 22, 2024 we assigned our lease for the Lexington Facility to Genezen. This will reduce our fixed lease payment obligations by $22.6 million, including $4.0 million payable within 12 months. We continue to guarantee such payments until the end of the lease term in May 2029.Commitments related to uniQure France SAS acquisition (nominal amounts)In relation to our acquisition of uniQure France SAS in 2021, we entered into commitments to make payments to the former shareholders upon the achievement of certain contractual milestones. The commitments include payments related to post-acquisition services that we agreed to as part of the transaction. In September 2023, we made a payment of EUR 10.0 million ($10.6 million) to the former shareholders of uniQure France SAS following the FDAâ€™s clearance of the IND application for AMT-260. As of June 30, 2024, our remaining commitment amounts include a EUR 30.0 million ($32.1 million) milestone payment due upon treating the first patient in a Phase I/II clinical trial for AMT-260 and EUR 160.0 million ($171.5 million) in potential milestone payments associated with Phase III development and the approvals 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 milestone 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 June 30, 2024, of $1.07/â‚¬1.00. As of June 30, 2024, we expect these obligations will become payable between 2024 and 2033. If and when due, up to 25% of the milestone payments can be settled with our ordinary shares.Commitments related to licensors and financial advisorsWe have obligations to make future payments to third parties that become due and payable on the achievement of certain development, regulatory and commercial milestones (such as the start of a clinical trial, filing of a BLA, approval by the FDA or product launch) or as a result of collecting payments related to our sale of the exclusive global rights of HEMGENIXÂ® to CSL Behring. We also owe payments to a financial advisor related to certain payments we will collect under the CSL Behring Agreement. 33Table of ContentsThe table below summarizes our consolidated cash flow data for the six months ended:â€‹Six months ended JuneÂ 30,Â â€‹Â Â Â Â 2024Â Â Â Â 2023â€‹(in thousands)Cash, cash equivalents and restricted cash at the beginning of the periodâ€‹$ 244,544â€‹$ 231,173Net cash used in operating activitiesâ€‹ (93,286)â€‹ (135,299)Net cash generated from investing activitiesâ€‹ 141,922â€‹ 48,818Net cash generated from financing activitiesâ€‹ 50â€‹ 370,268Foreign exchange impactâ€‹ (2,191)â€‹ 1,812Cash, cash equivalents and restricted cash at the end of periodâ€‹$ 291,039â€‹$ 516,772â€‹We had 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 continue to incur losses in the current period. We recorded a net loss of $56.3 million and $121.9 million in the three and six months ended June 30, 2024, Â respectively, compared to a net loss of $68.5 million and $145.7 million during the same period in 2023. As of June 30, 2024, we had an accumulated deficit of $1,012.3 million.Sources of liquidityâ€‹From our first institutional venture capital financing in 2006 through the current period, we funded our operations primarily through private and public placements of equity securities, debt securities, payments from our collaboration partners as well as from selling a portion of royalties due from our collaboration partner CSL Behring. We have collected $100.0 million in July 2023 related to the first sale milestone of HEMGENIXÂ® in the U.S., and are eligible to receive additional milestone payments, as well as royalties (to the extent not owed to settle the liability from royalty financing) on net sales of HEMGENIXÂ®. â€‹On May 12, 2023 we and Hercules amended the 2021 Restated Facility. The 2023 Amended Facility extended the maturity date and interest-only period from December 1, 2025 to January 5, 2027. On June 28, 2024 we amended the 2023 Amended Facility and repaid $50.0 million of the principal outstanding at closing of the Lexington Transaction on July 22, 2024. We are required to repay the remaining principal balance of $50.0 million on the maturity date. The interest rate is adjustable and is the greater of (i) 7.95% and (ii) 7.95% plus the prime rate less 3.25% per annum. Under the 2024 Amended Facility, we owe a back-end fee of $2.4 million on December 1, 2025 and a back-end fee of $0.6 million on the maturity date.â€‹We are subject to certain covenants under the 2024 Amended Facility 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 2024 Amended Facility may limit our ability to obtain debt financing. The 2024 Amended Facility permits us to issue up to $500.0 million of convertible debt.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 financing, 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.â€‹34Table of ContentsNet cash used in operating activitiesNet cash used in operating activities was $93.3 million for the six months ended June 30, 2024 and consisted of net loss of $121.9 million adjusted for non-cash items, including depreciation and amortization expense of $5.3 million, amortization of the discount on investment securities of $6.7 million, share-based compensation expense of $14.1 million, $24.8 million of interest expense related to the Royalty Financing Agreement, changes in the fair value of contingent consideration of $1.6 million, a change in deferred taxes of $1.6 million, a provision for inventory write-downs of $5.8 million and unrealized foreign exchange losses of $2.9 million. Net cash used in operating activities also included unfavorable changes in operating assets and liabilities of $19.4 million. There was a net increase in accounts receivable, prepaid expenses, and other current assets and receivables of $7.2 million. There was an increase in inventory balances of $2.6 million. There was a net decrease in accounts payable, accrued expenses, other liabilities, and operating leases of $9.5 million, primarily related to a decrease of $5.2 million from personnel related accruals.Net cash used in operating activities was $135.3 million for the six months ended June 30, 2023 and consisted of net loss of $145.7 million adjusted for non-cash items, including depreciation and amortization expense of $5.1 million, amortization of the discount on investment securities of $1.8 million, share-based compensation expense of $17.0 million, $3.2 million of interest expense related to the Royalty Financing Agreement, a change in deferred taxes of $1.0 million, changes in the fair value of contingent consideration of $1.2 million and unrealized foreign exchange losses of $0.9 million. Net cash generated from operating activities also included unfavorable changes in operating assets and liabilities of $15.1 million. There was a net decrease in accounts receivable, prepaid expenses, and other current assets and receivables of $0.8 million. There was an increase in inventory balances of $3.3 million. These changes also relate to a net decrease in accounts payable, accrued expenses, other liabilities, and operating leases of $12.6 million, primarily related to a decrease of $4.9 million from personnel related accruals.Net cash generated from investing activities In the six months ended June 30, 2024, we generated $141.9 million in our investing activities compared to generating $48.8 million for the same period in 2023. â€‹Six months ended JuneÂ 30,Â â€‹Â Â Â Â 2024Â Â Â Â 2023â€‹(in thousands)Proceeds from maturity of investment securitiesâ€‹$ 297,806â€‹$ 52,234Investment in investment securitiesâ€‹ (152,936)â€‹ â€“Capital expenditures - Amsterdam siteâ€‹ (1,532)â€‹ (1,294)Capital expenditures - Lexington siteâ€‹ (1,416)â€‹ (2,122)Net cash generated from investing activitiesâ€‹$ 141,922â€‹$ 48,818â€‹During the six months ended June 30, 2024, we received $297.8 million from the repayment of previous investments into euro and U.S. dollar denominated government bonds ($52.2 million for six months ended June 30, 2023). â€‹During the six months ended June 30, 2024, we invested $152.9 million of our cash on hand into euro and dollar denominated government bonds (nil for the six months ended June 30, 2023). â€‹We invested $1.5 million and $1.4 million, respectively, into our Amsterdam, Netherlands and Lexington, Massachusetts sites during the six months ended June 30, 2024, compared to $1.3 million and $2.1 million for the same period in 2023. â€‹35Table of ContentsNet cash generated from financing activities In the six months ended June 30, 2024, we generated $0.1 million from financing activities compared to $370.3 million for the same period in 2023. â€‹Six months ended JuneÂ 30,Â â€‹Â Â Â Â 2024Â Â Â Â 2023â€‹(in thousands)Cash flows from financing activitiesâ€‹Proceeds from Royalty Financing Agreement, net of debt issuance costsâ€‹$ -â€‹$ 370,062Proceeds from issuance of ordinary shares related to employee stock option and purchase plansâ€‹ 50â€‹ 206Net cash generated from financing activitiesâ€‹$ 50â€‹$ 370,268â€‹In June 2023, we received $370.1 million net proceeds from the Royalty Financing Agreement.â€‹During the six months ended June 30, 2024, we received $0.1 million from the exercise of options to purchase ordinary shares in relation to our 2014 Plans, compared to $0.2 million for the same period in 2023.â€‹Funding requirements Our future capital requirements, following the closing of the Lexington Transaction on July 22, 2024, will depend on many factors, including but not limited to:â—contractual milestone payments and royalties we might be owed in accordance with the CSL Behring Agreement; â—earnout payments we might owe the former shareholders of uniQure France SAS, which are subject to the achievement of specific development and regulatory milestones;â—the scope, timing, results, and costs of our current and planned clinical trials, including those for funding late-stage clinical development of AMT-130 in Huntingtonâ€™s disease;â—the scope, obligations and restrictions on our business related to our existing equity, debt or royalty monetization financings and underlying agreements;â—the extent to which we acquire or in-license other businesses, products, product candidates or technologies; â—the amount and timing of revenue, if any, we receive from manufacturing products for CSL Behring;â—the scope, timing, results and costs of preclinical development and laboratory testing of our additional product candidates;â—the need for additional resources and related recruitment costs to support the preclinical and clinical development of our product candidates;â—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;â—the cost, timing and outcome of regulatory reviews associated with our product candidates;â—our ability to enter into collaboration arrangements in the future; and â—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.â€‹36Table of ContentsItem 3.Quantitative and Qualitative Disclosures about Market RiskWe 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 six months ended June 30, 2024, have not materially changed from our market risks and our exposure to market risk discussed in Part II, Item 7A of our Annual Report.â€‹Item 4.Controls and Proceduresâ€‹Evaluation of Disclosure Controls and ProceduresOur management, with the participation of our chief executive officer (â€œCEOâ€) and chief financial officer (â€œCFOâ€), 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 â€œExchange Actâ€) as of June 30, 2024. Based on such evaluation, our CEO and CFO concluded that as of June 30, 2024, our disclosure controls and procedures were effective to ensure that information required to be disclosed by it 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 Companyâ€™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 Companyâ€™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.â€‹Changes in Internal Control over Financial Reportingâ€‹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.â€‹â€‹â€‹37Table of ContentsPart II â€“ OTHER INFORMATIONâ€‹Item 1.Legal Proceedingsâ€‹None.Item 1A.Risk Factorsâ€‹An investment in our ordinary shares involves a high degree of risk. You should carefully consider the following information about these risks, together with the other information appearing elsewhere in this Quarterly Report on Form 10-Q, including our financial statements and related notes thereto, and the risk factors discussed in Part I, Item 1A â€œRisk Factorsâ€ in our Annual Report, before deciding to invest in our ordinary shares. We operate in a dynamic and rapidly changing industry that involves numerous risks and uncertainties. The risks and uncertainties described below are not the only ones we face. Other risks and uncertainties, including those that we do not currently consider material, may impair our business. If any of the risks discussed below actually occur, our business, financial condition, operating results, or cash flows could be materially adversely affected. This could cause the value of our securities to decline, and you may lose all or part of your investment.â€‹Summary Risk FactorsThe following is a summary of the principal risks associated with an investment in our ordinary shares:â—We are dependent on the success of our lead product candidate in clinical development, AMT-130 for the treatment of Huntingtonâ€™s disease. A failure of AMT-130 in clinical development, challenges associated with its regulatory pathway, or its inability to demonstrate sufficient efficacy to warrant further clinical development or accelerated approval pathways could adversely affect our business.â—We have encountered and may encounter future delays in and impediments to the progress of our clinical trials or fail to demonstrate the safety and efficacy of our product candidates.â—Our progress in early-stage clinical trials may not be predictive of long-term efficacy in late-stage clinical trials, and our progress in trials for one product candidate may not be predictive of progress in trials for other product candidates.â—Interim or preliminary data from studies or trials announced or published from time to time may change as more data become available and are subject to audit and verification procedures that could result in material changes in the final data.â—Data analyses conducted on a post-hoc basis and using external, historical controls may not be accepted as a basis for regulatory approval.â—We may use certain specialized pathways and designations to develop our product candidates or to seek regulatory approval. Even if one or more of our product candidates receives such a designation or is permitted pursue such a pathway, we may be unable to obtain and maintain the benefits associated with such designations and pathways. These designations and pathways may not lead to a faster development or regulatory review or approval process, and may not increase the likelihood that our product candidates will receive marketing approval.â—The Lexington Transaction may not yield the benefits that we expect and may result in additional risks to our business.â—Our future success depends on our ability to retain key executives, technical staff, and other employees and to attract, retain and motivate qualified personnel.â—Actions that we have taken or may take in the future to restructure our business in alignment with our strategic priorities may not be as effective as anticipated, may not result in cost savings to us and could disrupt our business.â—Gene therapies are complex, expensive and difficult to manufacture. We, Genezen or any third-party manufacturer that we engage could experience capacity, production or technology transfer challenges that could result in delays in our development or commercialization schedules or otherwise adversely affect our business.38Table of Contentsâ—We will need to raise additional funding in order to advance the development of our product candidates, which may not be available on acceptable terms, or at all. Failure to obtain capital when needed may force us to delay, limit or terminate our product development efforts or other operations which could have a material adverse effect on our business, financial condition, results of operations and cash flows.â—We had net losses in the years ended December 31, 2023 and 2022, have incurred significant losses in previous years and expect to incur losses during the current and over the next several

years and may never achieve or maintain profitability.â—The price of our ordinary shares has been and may in the future be volatile and fluctuate substantially.â—If we do not achieve our projected development and financial goals in the timeframes we announce and expect, the commercialization of our product candidates may be delayed and, as a result, our stock price may decline.â—If we are unable to obtain and maintain patent protection for our technology and products, or if the scope of the patent protection is not sufficiently broad, our ability to successfully commercialize our products may be impaired.â—We may become involved in lawsuits to protect or enforce our patents or other intellectual property, or third parties may assert their intellectual property rights against us, which could be expensive, time consuming and unsuccessful.â—We rely, and expect to continue to rely, on third parties to conduct, supervise, and monitor our preclinical studies and clinical trials, and those third parties may not perform satisfactorily, including failing to meet deadlines in the conduct and completion of such trials or failing to comply with regulatory requirements.â—We rely on third parties for important aspects of our development programs. If these parties do not perform successfully or if we are unable to enter into or maintain key collaborations or other contractual arrangements, our business could be adversely affected.â—We face substantial competition, and others may discover, develop, or commercialize competing products before or more successfully than we do.Risks Related to the Development of Our Product CandidatesWe are dependent on the success of our lead product candidate in clinical development, AMT-130 for the treatment of Huntingtonâ€™s disease. A failure of AMT-130 in clinical development, challenges associated with its regulatory pathway, or its inability to demonstrate sufficient efficacy to warrant further clinical development or accelerated approval pathways 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, AMT-130. In July 2024, we announced updated interim data from our ongoing clinical trials of AMT-130, a one-time administered investigational gene therapy for the treatment of Huntingtonâ€™s disease. The interim data included follow-up data from patients enrolled in our two ongoing multi-center, dose-escalating Phase I/II clinical trials in the U.S. and Europe as of a March 31, 2024 cut-off date. Among other data in this interim update, we reported a statistically significant, dose-dependent, slowing in disease progression measured by composite Unified Huntingtonâ€™s Disease Rating Scale (cUHDRS) observed through 24 months in patients receiving the high dose of AMT-130. Â We also reported a statistically significant reduction of neurofilament light chain (NfL) in cerebrospinal fluid (CSF) observed in patients treated with AMT-130, a key biomarker for neurodegeneration. These interim data follow notification from the FDA in June 2024 that the agency had granted Regenerative Medicine Advanced Therapy (â€œRMATâ€) designation for AMT-130 based on AMT-130â€™s potential to address the major unmet medical need among patients with Huntingtonâ€™s disease. Â There are numerous factors that could impede or otherwise negatively impact our further development of AMT-130, including, but not limited to, patient safety issues, our failure to demonstrate sufficient clinical efficacy or durability of response data to warrant further development, delays in our ability to enroll patients or challenges with potential development partners, clinical trials or regulatory authorities. Any one or combination of these factors could force us to halt or discontinue the ongoing clinical trials of AMT-130. Certain of these risk factors are heightened in the context of drug development for rare diseases like Huntingtonâ€™s disease and novel investigational products like gene therapies in which non-traditional study designs are 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 39Table of Contentsof 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. For example, in the course of our interactions with the FDA and EMA, the regulatory authorities may disagree with our interpretation of the interim safety and efficacy data we have received to date, including our determinations of statistical significance and the utility of post hoc analyses we conduct with respect to interim clinical data. Since AMT-130 is based on our novel gene therapy technology, we are unable to predict how regulatory authorities will interpret our data or whether they will agree with our interim conclusions or trial design or whether those data may be utilized in later-stage or registrational trials. We may be required by such regulatory authorities to conduct additional randomized studies of AMT-130 beyond our existing planned clinical trials, which would be costly and would significantly delay the potential approval of AMT-130. We may not be able to commit sufficient capital to support additional clinical studies of AMT-130, in which case we may need to secure a development partner for AMT-130. Such partnerships may not be available, in which case we may not be able to fully fund the AMT-130 program through to regulatory approval.If AMT-130 fails in development as a result of any underlying problem with our technology, then we may be required to discontinue development of other product candidates that are based on the same novel therapeutic approach. We cannot be certain that AMT-130, or any of our product candidates, will be successful in clinical trials or receive regulatory approval. If we were required to, or if we chose to, discontinue development of AMT-130 or any other current or future product candidates, 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.We have encountered and may encounter future delays in and impediments to the progress of our clinical trials or fail to demonstrate the safety and efficacy of our product candidates. Drug development is expensive, time-consuming, and uncertain as to the outcome. Our product candidates are in different stages of clinical or preclinical development, and there is a significant risk of failure or delay in each of these programs. We are currently conducting Phase I/II clinical trials in the U.S. and Europe for AMT-130, our investigational gene therapy for the treatment of Huntingtonâ€™s disease. We are also advancing three other product candidates into clinical development â€“ AMT-260 for the treatment of refractory mesial temporal lobe epilepsy, AMT-162 for the treatment of SOD1-ALS and AMT-191 for the treatment of Fabry disease. We have experienced clinical setbacks in the past and may experience setbacks in the future. For example, we experienced an immaterial but unexpected delay when our clinical trials of HEMGENIXÂ® were placed on clinical hold by the FDA from December 2020 to April 2021 following a preliminary diagnosis of hepatocellular carcinoma in one patient. Similarly, we experienced an unexpected delay in the enrollment of our Phase Ib/II clinical trial of AMT-130 for the treatment of Huntingtonâ€™s disease between July and October 2022 due to our voluntary postponement and comprehensive safety investigation into suspected unexpected serious adverse reactions in three patients. A failure of one or more clinical trials can occur at any stage and for a variety of reasons that we cannot predict with accuracy and that are out of our control. Events that may prevent successful or timely completion of clinical development, as well as product candidate approval, include, but are not limited to: â—occurrence of serious adverse events associated with a product candidate that are viewed to outweigh its potential benefits;â—insufficient number of patients treated with the product candidate or an insufficient study period for assessing the effectiveness of the product candidate; â—failures or delays in reaching agreement with regulatory agencies on study design, particularly with respect to our novel gene therapies for which regulatory pathways remain untested;â—failures or delays in hiring sufficient personnel with the requisite expertise to execute multiple clinical programs simultaneously; â—failures or delays in reaching agreement on acceptable terms with clinical research organizations (â€œCROsâ€) and clinical trial sites;â—failures or delays in patient recruiting into clinical trials or in the addition of new investigators;â—delays in receiving regulatory authorization to conduct our clinical trials or a regulatory authority decision that the clinical trial should not proceed;â—failures or delays in obtaining or failure to obtain required IRB and IBC approval at each clinical trial site;40Table of Contentsâ—requirements of regulatory authorities, IRBs, or IBCs to modify a study in such a way that it makes the study impracticable to conduct;â—regulatory authority requirements to perform additional or unanticipated clinical trials or testing;â—changes in standards of care which may necessitate the modification of our clinical trials or the conduct of new trials;â—regulatory authority refusal to accept data from foreign clinical study sites;â—disagreements with regulatory authorities regarding our study design, including endpoints, our chosen indication, our chosen bases for comparison as it relates to clinical efficacy, our interpretation and analyses of data from preclinical studies and clinical trials or a finding that a product candidateâ€™s benefits do not outweigh its safety risks;â—recommendations from DSMBs to discontinue, pause, or modify the trial;â—imposition of a clinical hold by regulatory agencies after an inspection of our clinical trial operations or trial sites;â—suspension or termination of clinical research for various reasons, including noncompliance with regulatory requirements or a finding that the participants are being exposed to unacceptable health risks, undesirable side effects, or other unexpected characteristics (alone or in combination with other products) of the product candidate, or due to findings of undesirable effects caused by a chemically or mechanistically similar therapeutic or therapeutic candidate;â—failure by CROs, other third parties or us to adhere to clinical trial requirements or otherwise properly manage the clinical trial process, including meeting applicable timelines, properly documenting case files, including the retention of proper case files, and properly monitoring and auditing clinical sites;â—failure of sites or clinical investigators to perform in accordance with Good Clinical Practice or applicable regulatory guidelines in other countries;â—failure of patients to abide by clinical trial requirements;â—delays or deviations in the testing, validation, manufacturing, and delivery of our product candidates to the clinical sites;â—delays in having patients complete participation in a study or return for post-treatment follow-up;â—clinical trial sites or patients dropping out of a study;â—the number of patients required for clinical trials of our product candidates being larger than we anticipate;â—clinical trials producing negative or inconclusive results, or our studies failing to reach the necessary level of statistical significance, requiring that we conduct additional clinical trials or abandon product development programs;â—interruptions in manufacturing clinical supply of our product candidates or issues with manufacturing product candidates that meet the necessary quality requirements;â—unanticipated clinical trial costs or insufficient funding, including paying substantial application user fees;â—emergence of new information about or impacting our product candidates or the field of gene therapy;â—determinations that there are issues with our third-party manufacturing facilities or processes; orâ—changes in regulatory requirements and guidance, as well as new, revised, postponed, or frozen regulatory requirements (such as the EU Clinical Trials Regulation), that require amending or submitting new clinical protocols, undertaking additional new tests or analyses, or submitting new types or amounts of clinical data.Before obtaining marketing approval from regulatory authorities for the sale of our product candidates, we must conduct extensive clinical trials to demonstrate the safety and efficacy of the product candidates in humans. Such trials and regulatory review and approval take many years. It is impossible to predict when or if any of our clinical trials will demonstrate that product candidates are effective or safe in humans. If the results of our clinical trials are inconclusive, or fail to meet the level of statistical significance required for regulatory approval or if there are safety concerns, concerns around efficacy or durability of response or other adverse events associated with our product candidates, we may:â€¢â—be delayed in or altogether prevented from obtaining marketing approval for our product candidates;â—obtain approval for indications or patient populations that are not as broad as intended or desired;â—obtain approval with labeling that includes significant use or distribution restrictions, safety warnings, labeling statements or contraindications;â—be subject to changes in the way our products are administered;â—be required to perform additional clinical trials to support approval or be subject to additional post-marketing testing requirements;41Table of Contentsâ—have regulatory authorities withdraw their approval of the product or impose restrictions on its distribution in the form of a modified risk evaluation and mitigation strategy;â—be subject to legal action or other challenges; orâ—experience damage to our reputation.Because of the nature of the gene therapies we are developing, regulators may also require us to demonstrate long-term gene expression, clinical efficacy, and safety, which may require additional or longer clinical trials for which we may not be able to meet the regulatory authoritiesâ€™ standards.Our ability to recruit patients for our clinical trials is heavily reliant on third parties, such as clinical trial sites. Clinical trial sites may not have the adequate infrastructure established to handle the administration of our gene therapy products, related surgeries or other means of product administration, or may have difficulty finding eligible patients to enroll into a clinical trial, which may delay or impede our planned trials. Â In addition, we or any of our collaborators may not be able to locate and enroll enough eligible patients to participate in these trials as required by the FDA, the EMA or similar regulatory authorities outside the U.S. and the European Union. This may result in our failure to initiate or continue clinical trials for our product candidates or may cause us to abandon one or more clinical trials altogether. Because our programs are focused on the treatment of patients with rare or orphan or ultra-orphan diseases, our ability to enroll eligible patients in these trials may be limited or slower than we anticipate considering the small patient populations involved and the specific age range required for treatment eligibility in some indications. In addition, our potential competitors, including major pharmaceutical, specialty pharmaceutical and biotechnology companies, academic institutions and governmental agencies and public and private research institutions, may seek to develop competing therapies, which would further limit the small patient pool available for our studies. Also, patients may be reluctant to enroll in gene therapy trials where there are other therapeutic alternatives available or that may become available for various reasons, including, but not limited to, uncertainty about the safety or effectiveness of a new therapeutic such as a gene therapy and the possibility that treatment with a gene therapy therapeutic could preclude future gene therapy treatments due to the formation of antibodies following and in response to the treatment.Any inability to successfully initiate or complete preclinical and clinical development could result in additional costs to us or impair our ability to receive marketing approval, to generate revenues from product sales or obtain regulatory and commercialization milestones and royalties. In addition, if we make manufacturing or formulation changes to our product candidates, including changes in the vector or manufacturing process used, we may need to conduct additional studies to bridge our modified product candidates to earlier versions. It is also possible that any such manufacturing or formulation changes may have an adverse impact on the performance of the product candidate. Clinical trial delays could also shorten any periods during which we may have the exclusive right to commercialize our product candidates or allow our competitors to bring products to market before we do, which could impair our ability to successfully commercialize our product candidates and may materially harm our business, financial condition, and results of operations. Our progress in early-stage clinical trials may not be predictive of long-term efficacy in late-stage clinical trials, and our progress in trials for one product candidate may not be predictive of progress in trials for other product candidates. Our product candidates may fail to show the required level of safety and efficacy in later stages of clinical development despite having successfully advanced through initial clinical studies. For example, the interim results from our ongoing Phase I/II clinical trials of AMT-130, our product candidate targeting Huntingtonâ€™s disease, may not be predictive of the results of future interim analyses or later-stage trials. In some instances, there can be significant variability in safety or efficacy results between different clinical trials of the same product candidate due to numerous factors, including changes in trial procedures set forth in protocols, differences in the size and type of the patient populations, changes in and adherence to the clinical trial protocols and the rate of dropout among clinical trial participants. Moreover, should there be an issue with the design of any of our clinical trials, our results may be impacted. We may not discover such a flaw until the clinical trial is at an advanced stage. Changes to product candidates, whether as a result of regulatory feedback or changes in clinical trial procedures and protocols, may also impact their performance in subsequent studies.42Table of ContentsA number of companies in the pharmaceutical and biotechnology industries have suffered significant setbacks in later-stage clinical trials even after achieving promising results in early-stage clinical trials. If a larger population of patients does not experience positive results during our clinical trials, if the results are not reproducible or if our products show diminishing activity over time, our product candidates may not receive approval from the FDA, EMA or comparable regulatory authorities. Data obtained from preclinical and clinical activities are subject to varying interpretations, which may delay, limit, or prevent regulatory approval. In addition, we may encounter regulatory delays or rejections because of many factors, including changes in regulatory policy during the period of product development. Failure to confirm favorable results from earlier trials by demonstrating the safety and effectiveness of our products in later-stage clinical trials with larger patient populations could have a material adverse effect on our business, financial condition, and results of operations.Interim or preliminary data from studies or trials announced or published from time to time may change as more data become available and are subject to audit and verification procedures that could result in material changes in the final data.Â From time to time, we publicly disclose interim, preliminary or other data from preclinical studies and clinical trials, which are based on a preliminary and sometimes post hoc analysis of data. With respect to interim and preliminary data, the results and related findings and conclusions are subject to change following a more comprehensive review of the data, the particular study, or trial. We also make assumptions, estimations, calculations, and conclusions as part of our preliminary or interim analyses of data, and we may not have received or had the opportunity to evaluate all data at that time. As a result, the interim or preliminary data that we report may differ from future results of the same studies, or different conclusions or considerations may qualify such results once additional data have been received and fully evaluated. Interim or preliminary data also remain subject to audit and verification procedures that may result in the final data being materially different from the preliminary data we previously published. As a result, preliminary or interim data should be viewed with caution until the final data are available.Â For example, in December 2023, we announced updated interim data from our ongoing Phase I/II clinical trials of AMT-130, along with our expectation that we will present additional clinical updates with respect to AMT-130 in the future. We announced additional interim data from the ongoing AMT-130 trials in July 2024. Interim data from clinical trials and our analyses of that data are subject to the risk that one or more of the clinical outcomes may materially change as patient enrollment continues and more patient data become available Â after longer time on study. Significant differences between interim data and final data could change the nature of any interim conclusions we may report and could seriously harm our business.Â We may also disclose data based on post-hoc analyses, the pooling of data from multiple studies, or using statistical assessments or comparisons, including comparisons to historical controls and calculations of nominal p-values, that regulatory authorities may not agree with. By example, the FDA may not agree with our pooling of the data from our U.S. and European studies of AMT-130. FDA may also find that statistical significance calculations using nominal

p-values are not sufficiently reliable or subject to certain statistical limitations and, as a result, regulatory authorities may give such calculations less regulatory weight. The FDA may not view post-hoc analyses, analyses of exploratory endpoints, or comparisons to external controls to be sufficient to provide substantial evidence of efficacy, with the outcomes typically being viewed as hypothesis generating. FDA and other regulatory authorities may form a different or unfavorable view of our data, which could negatively impact our ability to obtain marketing approval.Accordingly, third parties, including regulatory agencies, may not accept or agree with our assumptions, estimates, calculations, conclusions, or analyses or may interpret or weigh the importance of data differently, which could impact the value of the particular program, the approvability or commercialization of theÂ particular product candidate or product and our company in general. For example, following receipt of RMAT designation for AMT-130, we expect to hold a Type B, multi-disciplinary RMAT meeting with FDA to present our updated interim data and discuss potential expedited clinical development pathways and accelerated approval. The FDA and other regulatory authorities may not agree with the assumptions, estimates, calculations, conclusions or analyses underlying the interim data from our ongoing clinical trial of AMT-130 or any of our future proposals regarding the ongoing development of AMT-130. Even if the data supporting such regulatory interactions are suggestive of clinical responses, the durability of response may not be sustained over time or may not be sufficient to support regulatory approval.43Table of ContentsIn addition, the information we choose to publicly disclose regarding a particular study or clinical trial is based on what is typically extensive information, and you or others may not agree with what we determine is the material or otherwise appropriate information to include in our disclosure. Any information we determine not to disclose may ultimately be deemed significant by you or others with respect to future decisions, conclusions, views, activities or otherwise regarding a particular product candidate or our business. If the preliminary or interim data that we report differ from final results, or if others, including regulatory authorities, disagree with the conclusions reached, our ability to obtain approval for, and commercialize, product candidates may be harmed, which could seriously harm our business.Â Data analyses conducted on a post-hoc basis and using external, historical controls may not be accepted as a basis for regulatory approval.We have in the past and may in the future undertake certain analyses to further understand the data and potential reasons for the study results, including retrospective, post-hoc, and subgroup analyses. Because these analyses are not pre-planned and studies may not be adequately designed for these analyses, they may not be a reliable nor an acceptable basis for regulatory approval. For example, in conjunction with our July 2024 interim data update for AMT-130, we conducted a post-hoc analysis of clinical outcomes for the 21 treated patients at 24 months compared to an expanded, propensity-weighted external control consisting of 154 patients. Â Among other conclusions in this interim update, we reported, based on this analysis, a statistically significant, dose-dependent, slowing in disease progression measured by Â cHUDRS observed through 24 months in patients receiving the high dose of AMT-130. Â We also reported a statistically significant reduction of CSF NfL observed in patients treated with AMT-130. Some of our favorable statistical data from these trials also are based on nominal p-values. Nominal p-values are subject to certain limitations, and because of these limitations, regulatory authorities may give less weight to nominal p-values, compared to standard p-values. The FDA could find that our reliance on nominal p-values for some of our statistical data is insufficient to support accelerated or standard approval of AMT-130 or any other product candidate we choose to advance. An unfavorable view of our data and analyses by regulatory authorities could negatively impact our ability to obtain or maintain marketing authorizations, which would have a material adverse effect on our revenue and would materially harm our business, financial results and results of operations.We are making use of exploratory biomarkers and other data that are not scientifically validated, and our reliance on these data may lead us to direct our resources inefficiently.We are making use of experimental biological markers, or biomarkers, in an effort to facilitate our drug development and to optimize our clinical trials. Biomarkers are proteins or other substances which can serve as an indicator of specific cell processes or as evidence of a patientâ€™s biological response to drug product administration. For example, with respect to our ongoing clinical trials of AMT-130, we are measuring NfL in CSF as a potential indicator of neurodegeneration, as well as changes in total brain volume of patients treated with AMT-130.While we believe that these biomarkers and data may serve useful purposes for us, including in the evaluation of whether our product candidates are having their intended effects through their assumed mechanisms of action, improving patient selection and monitoring patient compliance with trial protocols, these biomarkers and data have not been scientifically validated and are considered experimental as used in our trials. If our understanding and use of biomarkers is inaccurate or flawed, or if our reliance on specific biomarkers such as CSF NfL is otherwise misplaced, then we may fail to realize any benefits from using these data and may also be led to invest time and financial resources inefficiently in attempting to develop inappropriate drug candidates. â€‹44Table of ContentsWe may not be successful in our efforts to use our gene therapy technology platform to build a pipeline of additional product candidates or otherwise leverage our research and technology to remain competitive. An element of our strategy is to use our gene therapy technology platform to expand our product pipeline and to progress our product candidates through preclinical and clinical development ourselves or together with collaborators. To date, we have only been successful in obtaining regulatory approval for one product, HEMGENIXÂ®, our gene therapy for the treatment of hemophilia B, which was approved for commercialization by the FDA and the EMA in November 2022 and February 2023, respectively. AMT-130 is our investigational gene therapy candidate for the treatment of Huntingtonâ€™s disease that utilizes our proprietary, gene-silencing miQURE platform and incorporates an AAV vector carrying a miRNA specifically designed to silence the huntingtin gene and the potentially highly toxic exon 1 protein fragment, which is currently in ongoing Phase I/II studies in the U.S. and Europe. In addition to AMT-130, we are also developing other investigational gene therapies, including AMT-260 for the treatment of MTLE, AMT-162 for the treatment of SOD1 ALS and AMT-191 for the treatment of Fabryâ€™s disease. Although we currently have a pipeline of programs at various stages of development, including an approved product, we may not be able to identify or develop product candidates that are safe and effective. Even if we are successful in continuing to build our pipeline, the potential product candidates that we identify may not be suitable for clinical development. Research programs to identify new product candidates require substantial technical, financial, and human resources. Due to the significant resources required for the development of our product candidates, we must decide which product candidates to pursue and advance and the resources to allocate to each. For example, as a result of prior restructuring efforts, we discontinued investments in certain of our prior research and development programs, including AMT-210 for the treatment of Parkinsonâ€™s disease, and certain other technology projects, prioritizing instead our early clinical-stage programs, including AMT-130, AMT-260, AMT-162 and AMT-191. Even though we have focused our efforts on advancing these four clinical programs, we may not be able to successfully develop all of them or our business strategy and objectives could change. Our decisions concerning the allocation of research, development, collaboration, management, and financial resources toward particular programs and product candidates, including the decisions stemming from our prior restructuring efforts, may not lead to the development of any viable commercial product and may divert resources away from better opportunities. We or any collaborators may focus our efforts and resources on potential programs or product candidates that ultimately prove to be unsuccessful. If we do not continue to successfully develop and commercialize product candidates based upon our technology, we may face difficulty in obtaining product revenues in future periods, which could result in significant harm to our business, results of operations and financial position and materially adversely affect our share price.Our business development strategy depends on our ability to obtain rights to key technologies through in-licenses and support the development of our product pipeline through out-licenses, and those efforts may not be successful. We may expand our product pipeline from time to time through strategic transactions that involve in-licensing the rights to key technologies, including those related to gene delivery, genes, and gene cassettes. For example, in July 2021, we acquired uniQure France (formerly Corlieve Therapeutics SAS) and its lead program, now known as AMT-260, to treat refractory MTLE. AMT-260 is being developed based on exclusive licenses to certain patents uniQure France obtained from two French research institutions that continue to collaborate with us. uniQure France also obtained an exclusive license from Regenxbio, Inc. to use AAV9 in connection with the delivery of any sequence that affects the expression of the GRIK2 gene in humans. Notwithstanding prior efforts to expand our product pipeline, the cost of drug development is high as is the rate of failure in the drug development process. In order to fund the development of some of our existing product candidates, including potential late-stage development of AMT-130 if required by regulators, we may seek to out-license some of our product candidates or technologies to other pharmaceutical or biotechnology companies or other third parties. The aim of such out-licensing would be generate non-dilutive funds in the form of up-front or milestone payments or royalties. Such decisions will be taken on a case-by-case basis, as the opportunity arises or is required.â€‹45Table of ContentsThe future success of our business will depend in significant part on our business development efforts with respect to existing and future product candidates, including our ability to in-license or otherwise acquire the rights to additional product candidates or technologies, particularly through our collaborations with academic research institutions, and our ability to out-license product candidates and technologies for which collaboration with external parties forms a part of our business strategy or is necessary to cover certain development costs. However, we may be unable to in-license or acquire the rights to any such product candidates or technologies from third parties on acceptable terms or at all. The in-licensing and acquisition of gene therapy technologies is a competitive area, and many more established companies are also pursuing strategies to license or acquire product candidates or technologies that we may consider attractive. These established companies may have a competitive advantage over us due to their size, cash resources and greater clinical development and commercialization capabilities. In addition, companies that perceive us to be competitors may be unwilling to license rights to us. Furthermore, we may be unable to identify suitable product candidates or technologies within our areas of focus. If we are unable to successfully obtain rights to suitable product candidates or technologies, our business, financial condition, and prospects could suffer.Similarly, there is no guarantee that we will generate product candidates that are suitable for out-licensing or attractive to potential collaborators, and even if we do, there is no guarantee that we will be successful in identifying potential licensees and successfully negotiating such collaborations on agreeable terms if and when required. Any failure with respect to our business development efforts may materially affect our ability to finance our business and support the development of our product pipeline. Negative public opinion and increased regulatory scrutiny of gene therapy and genetic research may damage public perception of our product candidates or adversely affect our ability to conduct our business or obtain marketing approvals for our product candidates. Gene therapy remains a novel technology. Our technology utilizes vectors derived from viruses, which may be perceived as unsafe or may result in unforeseen adverse events. Public perception may be influenced by claims that gene therapies are unsafe, and gene therapies may not ultimately gain the acceptance of the public or the medical community. The risk of cancer remains a concern for gene therapy, and we cannot guarantee that patients treated in any of our planned or future clinical studies will not develop cancer or experience other adverse events as a result of being treated with our product candidates. In addition, there is the potential risk of delayed adverse events following exposure to gene therapy products due to persistent biological activity of the genetic material or other components of products used to carry the genetic material. Public and medical community adoption of any of our gene therapies will depend on other factors, including the ease of administration in comparison to other therapeutics and the extent to which our therapies are successful in slowing disease progression if not acting as a cure for the disease. For example, the need for lengthy and complex surgeries for the administration of a product candidate may impact the acceptance of a product. In particular, our success will depend upon physicians who specialize in the treatment of genetic diseases targeted by our products prescribing treatments that involve the use of our products in lieu of, or in addition to, existing treatments with which they are familiar and for which greater clinical data may be available. More restrictive government regulation of gene therapies or negative public opinion may have an adverse effect on our business, financial condition, results of operations and prospects and may delay or impair the development and commercialization of our product candidates or demand for any products we may develop. For example, earlier gene therapy trials led to several well-publicized adverse events, including cases of leukemia and death seen in other trials using other vectors. â€‹46Table of ContentsSerious adverse events in our clinical trials, or other clinical trials involving gene therapy products or our competitorsâ€™ products, even if not ultimately attributable to the relevant product candidates, and the resulting publicity, could result in increased government regulation, unfavorable public perception, potential regulatory delays in the testing or approval of our product candidates, stricter labeling requirements for those product candidates that are approved and a decrease in demand for any products for which we obtain marketing approval. A small number of patients have experienced serious adverse events during our clinical trials of AMT-060 (HEMGENIXÂ®), etranacogene dezaparvovec (AMT-061), and AMT-130. However, adverse events in our clinical trials or those conducted by third parties (even if not ultimately attributable to our product candidates), and the resulting publicity, could result in delay, a hold or termination of our clinical trials, increased governmental regulation, unfavorable public perception, failure of the medical community to accept and prescribe gene therapy treatments, potential regulatory delays in the testing or approval of our product candidates, stricter labeling requirements for those product candidates that are approved and a decrease in demand for any such product candidates. If any of these events should occur, it may have a material adverse effect on our business, financial condition, and results of operations.Certain of our product candidates may require medical devices for product administration and/or diagnostics, resulting in our product candidates being deemed combination products or otherwise being dependent upon additional regulatory approvals. This may result in the need to comply with additional regulatory requirements. If we are unable to meet these regulatory requirements, we may be delayed or not be able to obtain product approval. Certain of our product candidates require medical devices for administration, such as AMT-130 and AMT-260, each of which requires a stereotactic, magnetic resonance imaging guided catheter. Other of our product candidates may also require the use of a companion diagnostic device to confirm the presence of specific genetic or other biomarkers. In addition, certain of our product candidates, including AMT-130 and AMT-260, may require the use of immunosuppressive agents to reduce the inflammatory responses associated with administration.It is possible that our product candidates would be deemed to be combination products, potentially necessitating compliance with the FDAâ€™s investigational device regulations, separate marketing application submissions for the medical device component, a demonstration that our product candidates are safe and effective when used in combination with the medical devices, cross-labeling with the medical device, and compliance with certain of the FDAâ€™s device regulations. If we are not able to comply with the FDAâ€™s device regulations, if we are not able to effectively partner with the applicable medical device manufacturers, if we or any partners are not able to obtain any required FDA clearances or approvals of the applicable medical devices, or if we are not able to demonstrate that our product candidates are safe and efficacious when used with the applicable medical devices, we may be delayed in or may never obtain FDA approval for our product candidates, which would materially harm our business. Moreover, certain of our delivery modalities, such as direct delivery of product candidates to the brain, may require significant time and physician ability and skill. If physicians are not able to effectively deliver our product candidates to the applicable site of action or if delivery modalities are too difficult, or if there is reluctance to administer immunosuppressive agents that are outside of the standard of care to treat immune responses from the administration of our therapies, we may never be able to obtain approval for our product candidates, may be delayed in obtaining approval, or, following approval, physicians may not adopt our product candidates, any of which may materially harm our business. Risks Related to the Manufacturing of our Products and Product CandidatesThe Lexington Transaction may not yield the benefits that we expect and may result in additional risks to our business. As discussed further under â€œRecent Business Developmentsâ€”Lexington Transactionâ€, in June 2024 we entered into the APA with Genezen pursuant to which we agreed to sell to Genezen and Genezen agreed to purchase certain assets and assume certain liabilities related to the Lexington Facility and our prior manufacturing operations in Lexington, Massachusetts. Pursuant to the APA, Genezen agreed to acquire the manufacturing equipment and related manufacturing operations along with certain other assets associated with the Lexington Facility and to extend offers of employment to a majority of the uniQure employees located at the Lexington Facility. The Lexington Transaction closed on July 22, 2024.47Table of ContentsIn connection with the closing of the Lexington Transaction, we and Genezen entered into certain additional agreements, including (i) a commercial supply agreement pursuant to which Genezen will manufacture and supply for our requirements of HEMGENIXÂ® pursuant to our manufacturing and supply obligations to CSL Behring, (ii) a development and other manufacturing services agreement pursuant to which Genezen will manufacture, supply and provide certain development services to support the requirements of our investigational gene therapy programs and for other services related to the manufacture of HEMGEMIXÂ®, (iii) a transition services agreement pursuant to which each party will provide transitional services to the other related to the operation of the Lexington Facility for a period following the closing of the Lexington Transaction, and (iv) an assignment and assumption of the lease agreement for the Lexington Facility, along with other customary agreements. As a component of our broader efforts to focus our business and reduce operating expenses, the Lexington Transaction is expected to reduce our cash burn as a result of a reduction in facility and personnel-related costs, among others. The Lexington Transaction may not ultimately reduce our operating expenses to a magnitude consistent with our expectations. In addition, we may be exposed to additional costs and risks related to or as a result of the Lexington Transaction, including, without limitation (i) additional expenses associated with outsourcing certain manufacturing and development services, as well as our contractual obligations and minimum financial commitments to Genezen under the CSA and the DMSA, (ii) supply-related risks related Genezenâ€™s ability and capacity to satisfy our continued obligations to CSL Behring and the supply of our other product candidates, including AMT-130, (iii) contractual default under our agreements with Genezen or with CSL Behring, and (iv) other third-party risks relative to our partnership with Genezen (see â€œâ€”Risk Related to our

Reliance on Third Parties). The occurrence of any of the foregoing or any other risks as a result of or related to the Lexington Transaction could considerably harm our business and impact our financial condition and results of operations.Gene therapies are complex, expensive and difficult to manufacture. We, Genezen or any third-party manufacturer that we engage could experience capacity, production or technology transfer challenges that could result in delays in our development or commercialization schedules or otherwise adversely affect our business. Our proprietary manufacturing process leveraging insect cells and baculoviruses to produce to AAV-based gene therapies is highly complex and is regularly subject to variation or production difficulties. Issues with any of our manufacturing processes, even minor deviations from our standard processes, could result in insufficient yield, product deficiencies or manufacturing or supply failures that could result in adverse patient reactions, lot failures, insufficient inventory, product recalls and product liability claims. Additionally, we and our third-party manufacturers, including Genezen, may not be able to scale up some or all our manufacturing processes as necessary and on our desired timelines to meet the demands of our clinical product pipeline, which may result in delays in regulatory approvals, inability to produce sufficient amounts of clinical or commercial product, or otherwise adversely affect our business.Factors common to the manufacturing process associated with most biologics and drugs could also cause production interruptions for us or our third-party manufacturers, including, without limitation, raw materials shortages and other supply chain challenges, raw material failures, limited control over pricing of raw materials, growth media failures, equipment malfunctions, costs associated with servicing real property lease and other contractual obligations, facility contamination, labor problems, natural disasters, disruption in utility services, public health crises, terrorist activities, war or cases of force majeure and other events beyond our control. We or our third-party manufacturers also may encounter problems in hiring and retaining the experienced and specialized personnel needed to evaluate and supervise manufacturing and quality operations and, in the case of our contract manufacturers, operate manufacturing facilities, processes and testing, which could result in delays in our production or difficulties in maintaining compliance with applicable regulatory requirements. Following the Lexington Transaction, Genezen may experience the same personnel-related challenges resulting in the same delays and compliance issues.48Table of ContentsPrior to the Lexington Transaction, we manufactured HEMGENIXÂ® at the Lexington Facility, which is optimized to meet HEMGENIXÂ® product specifications and the commercial manufacturing and supply obligations under our collaboration with CSL Behring. Following the Lexington Transaction, Genezen is responsible for the manufacturing and supply of HEMGENIXÂ® at the Lexington Facility, though we remain contractually obligated to CSL Behring consistent with the terms of the collaboration. While uniQure will have priority and preferential status with Genezen, Genezen may not have sufficient capacity to support our other development programs or those of its other customers, which may negatively impact our businesses and abilities to advance development goals unrelated to HEMGENIXÂ® and our obligations to CSL Behring. The manufacturing of HEMGENIXÂ® pursuant to our obligations under the CSL Behring Agreement is expensive and requires the dedication of significant resources, notwithstanding the Lexington Transaction and our subcontracting to Genezen. In September 2022, CSL Behring notified us of its intent to transfer manufacturing technology in the coming years related to HEMGENIXÂ® to a third-party contract manufacturer to be designated by CSL Behring in the future. Until CSL Behring identifies and designates a new manufacturer capable of supporting the commercial requirements of HEMGENIXÂ®, we will continue to incur significant costs associated with the manufacturing and supply of HEMGENIXÂ®. Â Moreover, as Genezen will be the entity that is actually engaging in the manufacture of HEMGENIX, should Genezen encounter a manufacturing issues or is unable to provide a sufficient supply of HEMGENIX, we may be unable to fulfil our contractual commitments to CSL Behring and may, thus, face contractual liabilities.Following such transfer, Genezen may experience challenges in adapting the Lexington Facility to meet the manufacturing and supply needs for products other than HEMGENIXÂ® as a result of excess capacity or the ability to adapt to new processes, among other challenges. Any problems or limitations with respect to our manufacturing processes or facilities, including the existing commercial supply and manufacturing obligations to CSL Behring, could make us a less attractive collaborator for academic research institutions and other parties, which could limit our access to additional attractive development programs or sources of capital, result in delays in our clinical development or marketing schedules and materially harm our business. We currently rely and expect to continue to rely on third parties to conduct product manufacturing for our product candidates, and these third parties may not perform satisfactorily. We currently rely, and expect to continue to rely, on third parties for the production of our preclinical study and planned clinical trial materials and, therefore, we can control only certain aspects of their activities. Prior to the Lexington Transaction, we manufactured HEMGENIXÂ® in-house at the Lexington Facility. Following the Lexington Transaction, we will rely on Genezen for the production of HEMGENIXÂ® and will have preferential access to the Lexington Facility for the production of materials related to AMT-130 and AMT-191 programs under separately negotiated development and supply arrangements. The facilities used by Genezen and our other contract manufacturers to manufacture certain of our product candidates must be reviewed by the FDA pursuant to inspections that will be conducted after we submit a BLA to the FDA. We do not control the manufacturing process of, and are completely dependent on, Genezen and our other contract manufacturing partners for compliance with the cGMP for the manufacture of our products and product candidates. If our contract manufacturers cannot successfully manufacture material that conforms to our specifications and the strict regulatory requirements of the FDA or other regulatory bodies, we will not be able to obtain and/or maintain regulatory approval for our products manufactured by third parties. In addition, we have no control over the ability of our contract manufacturers to maintain adequate quality control, quality assurance and qualified personnel. If the FDA or a comparable foreign regulatory authority does not approve these facilities for the manufacture of our product candidates or if it withdraws any such approval in the future, we may need to find alternative third-party manufacturers, which may not be available and which would significantly impact our ability to develop, obtain regulatory approval for or market our product candidates, if approved.Â â€‹49Table of ContentsThe manufacturing of our products and product candidates are subject to significant government regulations and approvals. If we or third-party manufacturers fail to comply with these regulations or maintain these approvals, our business could be materially harmed. With the exception of AMT-260 and AMT-162 and prior to the Lexington Transaction, we produced our gene therapies at the Lexington Facility using a proprietary baculovirus expression vector system. The Lexington Facility is and will continue to be subject to ongoing regulation and periodic inspection by the FDA, EU member state, and other regulatory bodies to ensure compliance with cGMP and other requirements. Any failure to follow and document our adherence to such cGMP regulations or other regulatory requirements may lead to significant delays in the availability of products for commercial sale or clinical study, may result in the termination of or a hold on a clinical study, or may delay or prevent filing or approval of marketing applications for our products. Failure to comply with applicable regulations could also result in the FDA, EU member state, or other applicable authorities taking various actions, including:â€¢taking enforcement actions or levying fines and other civil penalties; â€¢imposing consent decrees or injunctions; â€¢requiring us to suspend or put on hold one or more of our clinical trials, or conduct new or additional trials; â€¢suspending or withdrawing regulatory approvals; â€¢delaying or refusing to approve pending applications or supplements to approved applications;â€¢requiring us to suspend manufacturing activities or product sales, imports or exports; â€¢requiring us to communicate with physicians and other customers about concerns related to actual or potential safety, efficacy, and other issues involving our products; â€¢mandating or recommending product recalls or seizing products; â€¢imposing operating restrictions; orâ€¢seeking criminal prosecutions, among other outcomes. â€‹Poor control of production processes can also lead to the introduction of adventitious agents or other contaminants, or to inadvertent changes in the properties or stability of a product candidate that may not be detectable in final product testing and that could have an adverse effect on clinical studies, or patient safety or efficacy. Moreover, if the Lexington Facility or the manufacturing facilities of any third-party manufacturer we may engage is not able to meet regulatory requirements, we or they may need to implement costly and time-consuming remedial actions. Any of the foregoing could materially harm our business, financial condition, and results of operations.Moreover, if the Lexington Facility we or our other third-party manufacturers are not able to manufacture a sufficient amount of our product candidates for clinical studies or eventual commercialization, or if a sufficient supply of HEMGENIXÂ® consistent with our manufacturing and supply obligations to CSL Behring, our development programs and commercial prospects will be harmed. If the Lexington Facility or our other third-party manufacturers cannot produce an adequate amount of our drug substance and product in compliance with the applicable regulatory requirements, we may need to contract with a third party to do so, in which case third party manufacturers may not be available to us on favorable terms or at all. The addition of a new manufacturer may also require FDA, EMA, EU, and other regulatory authority approvals, which we may not be able to obtain.Our use of viruses, chemicals and other potentially hazardous materials requires us and our contract manufacturers to comply with regulatory requirements and exposes us to significant potential liabilities. Our development and manufacturing processes and those of our third-party contract manufacturers involve the use of viruses, chemicals, other potentially hazardous materials and produce waste products. Accordingly, we and our third-party manufacturers are subject to national, federal, state, and local laws and regulations in the U.S. and the Netherlands governing the use, manufacture, distribution, storage, handling, treatment, and disposal of these materials. In addition to ensuring the safe handling of these materials, these laws and regulations impose increased safeguards and security measures for many of these agents, including controlling access and screening of entities and personnel who have access to them, and establishing a comprehensive national database of registered entities. In the event of an accident or failure to comply with environmental, occupational health and safety and export control laws and regulations, we or our third-party contract manufacturers could be held liable for damages that result, and any such liability could exceed our assets and resources, and could result in material harm to our business, financial condition, and results of operations.50Table of ContentsOur business might be adversely affected if we or third-party manufacturers of our product candidates are unable to validate our manufacturing processes and methods or develop new processes and methods to meet our product supply needs and obligations.The manufacture of our AAV gene therapies is complex and requires significant expertise. Even with the relevant experience and expertise, manufacturers of gene therapy products often encounter difficulties in production, particularly in scaling out and validating initial production and ensuring that the product meets required specifications. These problems include difficulties with production costs and yields, quality control, including stability and potency of the product, quality assurance testing, instances of operator error, shortages of qualified personnel, as well as compliance with strictly enforced federal, state, and foreign regulations. In the past and prior to the Lexington Transaction, we have manufactured certain batches of product candidates intended for nonclinical, clinical and process validation purposes that have not met all our pre-specified quality parameters. To meet our expected future production needs and our regulatory filing timelines for gene therapy product candidates, Genezen will need to complete the validation of our manufacturing processes and methods for each program, and we may need to develop and validate new or larger scale manufacturing processes and methods to meet our needs. If Genezen or any other third-party manufacturer we contract with is unable to consistently manufacture our gene therapy product candidates or any approved products in accordance with our pre-specified quality parameters and applicable regulatory standards, it could adversely impact our ability to validate our manufacturing processes and methods, to meet our production needs, to file a BLA or other regulatory submissions, to develop our other proprietary programs, to conserve our cash, or to receive financial payments pursuant to our agreements with third parties.Risks Related to Regulatory Approval of Our ProductsWe cannot predict when or if we will obtain marketing approval to commercialize our product candidates. The development and commercialization of our product candidates, including their design, testing, manufacture, safety, efficacy, purity, recordkeeping, labeling, storage, approval, advertising, promotion, sale, and distribution, are subject to comprehensive regulation by the FDA and other regulatory agencies in the U.S., the EMA, and other regulatory agencies of the member states of the European Union, and similar regulatory authorities in other jurisdictions. Failure to obtain marketing approval for a product candidate in a specific jurisdiction will prevent us from commercializing the product candidate in that jurisdiction and our ability to generate revenue will be materially impaired. The process of obtaining marketing approval for our product candidates in the U.S., the European Union, and other countries is expensive and may take many years, if approval is obtained at all. Changes in marketing approval policies during the development period, changes in or the enactment of additional statutes or regulations, or changes in regulatory review for each submitted product application, may cause delays in the approval or rejection of an application. Regulatory authorities may also be delayed in completing their review of any marketing applications submitted by us or our partners. Regulatory authorities have substantial discretion in the approval process and may refuse to accept any application, may decide that our data are insufficient for approval, may require additional preclinical, clinical, or other studies and may not complete their review in a timely manner. Further, any marketing approval we ultimately obtain may be for only limited indications or be subject to stringent labeling or other restrictions or post-approval commitments that render the approved product not commercially viable. The risks associated with the marketing approval process are heightened by the status of our products as gene therapies. We believe that all our current product candidates will be viewed as gene therapy products by the applicable regulatory authorities. While there are several gene therapy product candidates under development in the U.S., the FDA has only approved a limited number of gene therapy products, to date. Accordingly, regulators like the FDA may have limited experience with the review and approval of marketing applications for gene therapy products, which may adversely affect the approval prospects for our product candidates.â€‹51Table of ContentsBoth the FDA and the EMA have demonstrated caution in their regulation of gene therapy treatments, and ethical and legal concerns about gene therapy and genetic testing may result in additional regulations or restrictions on the development and commercialization of our product candidates that are difficult to predict. The FDA and the EMA have issued various guidance documents pertaining to gene therapy products, which are and will be applicable to our product candidates. The close regulatory scrutiny of gene therapy products may result in delays and increased costs and may ultimately lead to the failure to obtain approval for any gene therapy product. Experiences with existing gene therapies, including any emergent adverse effects, could also impact how the FDA and the EMA view our products and product candidates, making it harder to obtain or maintain regulatory approvals. Regulatory requirements affecting gene therapy have changed frequently and continue to evolve, and agencies at both the U.S. federal and state level, as well as congressional committees and foreign governments, have sometimes expressed interest in further regulating biotechnology. In the U.S., there have been a number of changes relating to gene therapy development. By example, FDA issued a number of guidance documents, and continues to issue guidance documents, on human gene therapy development, one of which was specific to human gene therapy for hemophilia, one that was specific to neurodegenerative diseases, and another of which was specific to rare diseases. Moreover, the European Commission conducted a public consultation in early 2013 on the application of EU legislation that governs advanced therapy medicinal products, including gene therapy products, which could result in changes in the data we need to submit to the EMA for our product candidates to gain regulatory approval or change the requirements for tracking, handling and distribution of the products which may be associated with increased costs. In addition, divergent scientific opinions among the various bodies involved in the review process may result in delays, require additional resources, and ultimately result in rejection. The FDA, EMA, and other regulatory authorities will likely continue to revise and further update their approaches to gene therapies in the coming years. These regulatory agencies, committees and advisory groups and the new regulations and guidelines they promulgate may lengthen the regulatory review process, require us to perform additional studies, increase our development costs, lead to changes in regulatory positions and interpretations, delay or prevent approval and commercialization of our product candidates or lead to significant post-approval limitations or restrictions. Delay or failure to obtain, or unexpected costs in obtaining, the regulatory approval necessary to bring a potential product to market could decrease our ability to generate sufficient product revenues to maintain our business. We may use certain specialized pathways and designations to develop our product candidates or to seek regulatory approval. Even if one or more of our product candidates receives such a designation or is permitted pursue such a pathway, we may be unable to obtain and maintain the benefits associated with such designations and pathways. These designations and pathways may not lead to a faster development or regulatory review or approval process and may not increase the likelihood that our product candidates will receive marketing approval. In June 2024, the FDA granted RMAT designation for AMT-130 based on AMT-130â€™s potential to address the major unmet medical need among patients with Huntingtonâ€™s disease. The designation followed the FDAâ€™s review of interim Phase I/II clinical data for AMT-130 announced in December 2023 and was based on an analysis comparing 24-month clinical data from the AMT-130 trials to a non-concurrent criteria-matched natural history cohort. Â In the future, we may seek additional product designations intended to facilitate the development or regulatory review or approval process for our product candidates, such as fast-track designations, breakthrough therapy designation, RMAT designation, PRIME scheme access or priority review designation for our product candidates.A fast-track product designation is designed to facilitate the clinical development and expedite the review of drugs intended to treat a serious or life-threatening condition and which demonstrate the potential to address an unmet medical need. A breakthrough therapy is defined as a drug that is intended, alone or in combination with one or more other drugs, to treat a serious or life-threatening disease or condition, where preliminary clinical evidence indicates that the drug may demonstrate substantial improvement over existing therapies on one or more clinically significant endpoints, such as substantial treatment effects observed early in clinical development. An RMAT designation is designed to accelerate approval for regenerative advanced therapies. Priority review designation is intended to accelerate the FDA marketing application review timeframe for drug products that treat a serious condition and that, if approved, would provide a significant improvement in safety or effectiveness. PRIME is a scheme provided by the EMA, similar to the FDAâ€™s breakthrough therapy

designation, to enhance support for the development of medicines that target an unmet medical need.52Table of ContentsFor drugs and biologics that have been designated as fast track products, RMAT (in the case of AMT-130), or breakthrough therapies, or granted access to the PRIME scheme, more frequent interaction and communication between the regulatory agency and the sponsor of the trial can help to identify the most efficient path for clinical development. Sponsors of fast-track products, RMAT products, or breakthrough therapies may also be able to submit marketing applications on a rolling basis, meaning that the FDA may review portions of a marketing application before the sponsor submits the complete application to the FDA, if the sponsor pays the user fee upon submission of the first portion of the marketing application and the FDA approves a schedule for the submission of the remaining sections. For products that receive a priority review designation, the FDAâ€™s marketing application review goal is shortened to six months, as opposed to ten months under standard review.Designation as a fast-track product, breakthrough therapy, RMAT, PRIME, or priority review product is within the discretion of the regulatory agency. Accordingly, even if we believe one of our product candidates meets the relevant criteria, the agency may disagree and instead determine not to make such a designation. In any event, the receipt of such a designation for a product candidate may not result in a faster development process, review or approval compared to drugs considered for approval under conventional regulatory procedures and does not assure ultimate marketing approval by the agency. In addition, the FDA may later decide that the products no longer meet the applicable conditions for qualification as either a fast-track product, RMAT, or a breakthrough therapy or, for priority review products, decide that the period for FDA review or approval will not be shortened. Moreover, in the U.S., the FDA expects that sponsors with products under these programs will be prepared for a more rapid pace of development, including with respect to manufacturing or any combination medical devices, such as companion diagnostics. If we are unable to meet these expectations, we may not be able to fully avail ourselves of certain advantages of these programs.â€‹Biologics studied for their safety and effectiveness in treating serious or life-threatening illnesses and that provide meaningful therapeutic benefit over existing treatments may also receive accelerated approval by the FDA, meaning the agency may approve the product candidate based upon a surrogate endpoint that is reasonably likely to predict clinical benefit, or on a clinical endpoint that is reasonably likely to predict an effect on irreversible morbidity or mortality or other clinical benefit. There is no guarantee that we would be able to obtain accelerated approval as FDA may disagree with our surrogate endpoint or may find that such endpoint is not met. Even if we do qualify for accelerated approval, we may be unsuccessful in meeting post-marketing compliance requirements, or fail to conduct required post-approval studies, or to confirm a clinical benefit during post-marketing studies, which could result in the FDA withdrawing our product from the market. In recent years, the accelerated approval pathway has come under significant FDA and public scrutiny. Accordingly, it is uncertain whether the FDA may be more conservative in granting accelerated approval or, if granted, more apt to withdraw approval if clinical benefit is not confirmed. There is no guarantee that regulatory interactions with FDA or comparable foreign authorities will result in our ability to avail ourselves of any specialized approval pathways for our product candidates.Our failure to obtain or maintain orphan product exclusivity for any of our product candidates for which we seek this status could limit our commercial opportunity, and if our competitors are able to obtain orphan product exclusivity before we do, we may not be able to obtain approval for our competing products for a significant period. Regulatory authorities in some jurisdictions, including the U.S. and the European Union, may designate drugs for relatively small patient populations as orphan drugs. While certain of our product candidates, including AMT-130, have received orphan drug designation, there is no guarantee that we will be able to receive such designations in the future. The FDA may grant orphan designation to multiple sponsors for the same compound or active molecule and for the same indication. If another sponsor receives FDA approval for such product before we do, we would be prevented from launching our product in the U.S. for the orphan indication for a period of at least seven years unless we can demonstrate clinical superiority.â€‹53Table of ContentsMoreover, while orphan drug designation neither shortens the development or regulatory review time, nor gives the product candidate advantages in the regulatory review or approval process, generally, if a product with an orphan drug designation subsequently receives the first marketing approval for the relevant indication, the product is entitled to a period of market exclusivity, which precludes the FDA or the EMA from approving another marketing application for the same drug for the same indication for that period. The FDA and the EMA, however, may subsequently approve a similar drug or same drug, in the case of the U.S., for the same indication during the first productâ€™s market exclusivity period if the FDA or the EMA concludes that the later drug is clinically superior in that it is shown to be safer or more effective or makes a major contribution to patient care. Orphan exclusivity in the U.S. also does not prevent the FDA from approving another product that is considered to be the same as our product candidates for a different indication or a different product for the same orphan indication. If another product that is the same as ours is approved for a different indication, it is possible that third-party payors will reimburse for products off-label even if not indicated for the orphan condition. Moreover, in the U.S. the exact scope of orphan drug exclusivity is currently uncertain and evolving due to a recent court decision.Orphan drug exclusivity may be lost if the FDA or the EMA determines that the request for designation was materially defective, or if the manufacturer is unable to assure sufficient quantity of the drug to meet the needs of patients with the rare disease or condition or if the incidence and prevalence of patients who are eligible to receive the drug in these markets materially increase. The inability to obtain or failure to maintain adequate product exclusivity for our product candidates could have a material adverse effect on our business prospects, results of operations and financial condition. Our focus on developing gene therapies makes it difficult to determine the availability and utility of the orphan drug regime to our product candidates. Regulatory criteria with respect to orphan products are evolving, especially in gene therapy. By example, in the U.S., whether two gene therapies are considered to be the same for the purpose of determining clinical superiority was updated via a final guidance document specific to gene therapies, and depends on a number of factors, including the expressed transgene, the vector, and other product or product candidate features. Depending on the products, whether two products are ultimately considered to be the same may be determined by FDA on a case-by-case basis, making it difficult to make predictions regarding when the FDA might be able to make an approval of a product effective and whether periods of exclusivity will effectively block competitors seeking to market products that are the same or similar to ours for the same intended use. Accordingly, whether any of our gene therapies will be deemed to be the same as another product or product candidate is uncertain.As appropriate, we intend to seek available periods of regulatory exclusivity for our product candidates. However, there is no guarantee that we will be granted these periods of regulatory exclusivity or that we will be able to maintain these periods of exclusivity.The FDA grants product sponsors certain periods of regulatory exclusivity, during which the agency may not approve, and in certain instances, may not accept, certain marketing applications for competing drugs. For example, biologic product sponsors may be eligible for twelve years of exclusivity from the date of approval, seven years of exclusivity for drugs that are designated to be orphan drugs, and/or a six-month period of exclusivity added to any existing exclusivity period for the submission of FDA requested pediatric data. While we intend to apply for all periods of market exclusivity that we may be eligible for, there is no guarantee that we will be granted any such periods of market exclusivity. By example, regulatory authorities may determine that our product candidates are not eligible for periods of regulatory exclusivity for various reasons, including a determination by the FDA that a BLA approval does not constitute a first licensure of the product. Additionally, under certain circumstances, the FDA may revoke the period of market exclusivity. Thus, there is no guarantee that we will be able to maintain a period of market exclusivity, even if granted. In the case of orphan designation, other benefits, such as tax credits and exemption from user fees may be available. If we are not able to obtain or maintain orphan drug designation or any period of market exclusivity to which we may be entitled, we could be materially harmed, as we will potentially be subject to greater market competition and may lose the benefits associated with programs. It is also possible that periods of exclusivity will not adequately protect our product candidates from competition. For instance, even if we receive twelve years of exclusivity from the FDA, other applicants will still be able to submit and receive approvals for versions of our product candidates through a full BLA.â€‹54Table of ContentsIf we do not obtain or maintain periods of market exclusivity, we may face competition sooner than otherwise anticipated. For instance, in the U.S., this could mean that a competing biosimilar product may be able to apply to the FDA and obtain approval either as a biosimilar to one of our products or even as an interchangeable product. This may require that we undertake costly and time-consuming patent litigation, to the extent available, or defend actions brought by the biosimilar applicant for declaratory judgment. If a biosimilar product does enter the market, it is possible that it could be substituted for one of our product candidates, especially if it is available at a lower price.It is also possible that, at the time we obtain approval of our product candidates, regulatory laws and policies around exclusivities may have changed. For instance, there have been efforts to decrease the U.S. period of exclusivity to a shorter timeframe. Future proposed budgets, international trade agreements and other arrangements or proposals may affect periods of exclusivity.If any of our product candidates receive regulatory approval, we and/or our partners will be subject to extensive regulatory requirements. Failure to fulfill and comply with the applicable regulatory requirements could result in regulatory enforcement actions that would be detrimental to our business. Following any regulatory approval, the FDA and the EMA may impose certain post-approval requirements related to a product. Specifically, any approved products will be subject to continuing and comprehensive regulation concerning the productâ€™s design, testing, manufacture, safety, efficacy, recordkeeping, labeling, storage, approval, advertising, promotion, sale, and distribution. Regulatory authorities may also require post-marketing testing, known as Phase 4 testing, a risk evaluation and mitigation strategy, and surveillance to monitor the effects of an approved product or place conditions on an approval that could restrict the distribution or use of the product. Failure to comply with any of these requirements could result in regulatory, administrative, or other enforcement action, which would be detrimental to our business.For instance, the FDA and other government agencies closely regulate the post-approval marketing and promotion of approved products, including off-label promotion, industry-sponsored scientific and educational activities, and on the Internet and social media. Approved products may be marketed only for the approved indications and in accordance with the provisions of the approved labeling. Failure to comply with regulatory promotional standards could result in actions being brought against us by these agencies. Moreover, if a company obtains FDA approval for a product via the accelerated approval pathway, the company would be required to conduct a post-marketing confirmatory trial to verify and describe the clinical benefit in support of full approval. FDA can require that this confirmatory trial be commenced prior to FDA granting a product accelerated approval. An unsuccessful post-marketing study or failure to complete such a study could result in the expedited withdrawal of the FDAâ€™s marketing approval for a product using a statutorily defined streamlined process.Changes to some of the conditions established in an approved application, including changes in labeling, indications, manufacturing processes or facilities, may require a submission to and approval by the FDA or the EMA, as applicable, before the change can be implemented. A New Drug Application (â€œNDAâ€)/BLA or MAA supplement for a new indication typically requires clinical data similar to that in the original application. The applicable regulatory authorities would review such supplement using similar procedures and actions as in reviewing NDAs/BLAs and MAAs. Â Adverse event reporting and submission of periodic reports is required following marketing approval. Regulatory authorities may withdraw product approvals or request product recalls, as well as impose other enforcement actions, if a company fails to comply with regulatory standards, if it encounters problems following initial marketing, or if previously unrecognized problems are subsequently discovered. â€‹55Table of ContentsIn addition, the manufacture, testing, packaging, labeling, and distribution of products after approval will need to continue to conform to cGMPs. Drug and biological product manufacturers, including us, and certain of their subcontractors are subject to periodic unannounced inspections by the FDA or the EMA for compliance with cGMPs. Accordingly, manufacturers must continue to expend time, money, and effort in the areas of production and quality control to maintain compliance with cGMPs. In addition, prescription drug manufacturers in the U.S. must comply with applicable provisions of the Drug Supply Chain Security Act and provide and receive product tracing information, maintain appropriate licenses, ensure they only work with other properly licensed entities and have procedures in place to identify and properly handle suspect and illegitimate products. Â If we or any of our contractors are unable to comply with the requirements that are applicable to drug manufacturers, we or they may be subject to regulatory enforcement, or may need to conduct a recall or take other corrective actions, which could result in material harm to us or our products.Where we partner with third parties for the development, approval, and marketing of a product, such third parties will be subject to the same regulatory obligations as we will. However, as we will not control the actions of the applicable third parties, we will be reliant on them to meet their contractual and regulatory obligations. Accordingly, actions taken by any of our partners could materially and adversely impact our business.Risks Related to CommercializationIf we, or our commercial partners, are unable to successfully commercialize our product candidates or experience significant delays in doing so, our business could be materially harmed. Our ability to generate revenues from our product candidates will depend on the successful development and eventual commercialization of our product candidates. The success of our product candidates will depend on many factors, including:â—successful completion of preclinical studies and clinical trials, and other work required by regulators;â—receipt and maintenance of marketing approvals from applicable regulatory authorities;â—obtaining and maintaining patent and trade secret protection and non-patent, exclusivities for our product candidates;â—maintaining regulatory approvals using our manufacturing facility in Lexington, Massachusetts;â—launch and commercialization of our products, if approved, whether alone or in collaboration with others;â—identifying and engaging effective distributors or resellers on acceptable terms in jurisdictions where we plan to utilize third parties for the marketing and sales of our product candidates;â—acceptance of our products, if approved, by patients, the medical community, and third-party payers;â—effectively competing with existing therapies and gene therapies based on safety and efficacy profiles;â—the strength of our marketing and distribution;â—the achievement optimal pricing based on durability of expression, safety, and efficacy;â—the ultimate content of the regulatory authority approved label, including the approved clinical indications, and any limitations or warnings;â—any distribution or use restrictions imposed by regulatory authorities;â—the interaction of our products with any other medicines that patients may be taking or the restriction on the use of our products with other medicines;â—the standard of care at the time of product approval;â—the relative convenience and ease of administration of our products;â—obtaining healthcare coverage and adequate reimbursement of our products;â—any price concessions, rebates, or discounts we may need to provide;â—complying with any applicable post-approval commitments and requirements, and maintaining a continued acceptable overall safety profile; andâ—obtaining adequate reimbursement for the total patient population and each subgroup to sustain a viable commercial business model in U.S. and EU markets.â€‹56Table of ContentsEven if our product candidates are approved, they may be subject to limitations that make commercialization difficult. There may be limitations on the indicated uses and populations for which the products may be marketed. They may also be subject to other conditions of approval, may contain significant safety warnings, including boxed warnings, contraindications, and precautions, may not be approved with label statements necessary or desirable for successful commercialization, or may contain requirements for costly post-market testing and surveillance, or other requirements, including the submission of a risk evaluation and mitigation strategy (â€œREMSâ€) to monitor the safety or efficacy of the products. Failure to achieve or implement any of the above elements could result in significant delays or an inability to successfully commercialize our product candidates, which could materially harm our business. The affected populations for our gene therapies may be smaller than we or third parties currently project, which may affect the size of our addressable markets. Our projections of the number of people who have the diseases we are seeking to treat, as well as the subset of people with these diseases who have the potential to benefit from treatment with our therapies, are estimates based on our knowledge and understanding of these diseases and may change. The total addressable market opportunities for these therapies will depend upon many factors, including the diagnosis and treatment criteria included in the final label, if approved for sale in specified indications, acceptance by the medical community, patient consent, patient access and product pricing and reimbursement, among other factors. Prevalence estimates are frequently based on information and assumptions that are not exact and may not be appropriate, and the methodology is forward-looking and speculative. For example, the addressable markets for certain of our AAV-based gene therapies may be impacted by the prevalence of neutralizing antibodies to the capsids, which are an integral component of our gene therapy constructs. Patients that have pre-existing antibodies to a particular capsid might not be eligible for administration of a gene therapy that includes this particular capsid. Â Moreover, neutralizing antibodies may be developed by a patient following administration of the product, which may render the patient ineligible for subsequent dosing. The use of such data to support addressable market estimates involves risks and uncertainties and is subject to change based on various factors. Our estimates may prove to be incorrect and new studies and information may change the estimated incidence or prevalence of the diseases we seek to address. The number of patients with the diseases we are targeting may turn out to be lower than expected or may not be otherwise amenable to treatment with our products, reimbursement may not be sufficient to sustain a viable business for all sub-populations being studied, or new patients may become increasingly difficult to identify or access, any of which could adversely affect our results of operations and our business.Any approved gene therapy we seek to offer may fail to achieve the degree of market acceptance by physicians, patients, third party payers and others in the medical community necessary for commercial success. Doctors may be reluctant to accept gene therapy as a treatment option or, where available, choose to continue to rely on existing treatments. The degree of market acceptance of any of our product candidates that receive marketing approval in the future will depend on many factors, including:â—the efficacy and potential advantages of our therapies compared with alternative treatments;â—our ability to convince payers of the long-term cost-effectiveness of our therapies and, consequently, the availability of third-party coverage and adequate reimbursement;â—the cost of treatment with gene therapies, including ours, in comparison to traditional chemical and small

molecule treatments;â—the limitations on use and label requirements imposed by regulators;â—the convenience and ease of administration of our gene therapies compared with alternative treatments;â—the willingness of the target patient population to try new therapies, especially a gene therapy, and of physicians to administer these therapies;â—the strength of marketing and distribution support;â—the prevalence and severity of any side effects;â—limited access to site of service that can perform the product preparation and administer the infusion; andâ—any restrictions by regulators on the use of our products.A failure to gain market acceptance for any of the above reasons, or any reasons at all, by a gene therapy for which we receive regulatory approval would likely hinder our ability to recapture our substantial investments in that and other gene therapies and could have a material adverse effect on our business, financial condition, and results of operation.57Table of ContentsIf the market opportunities for our product candidates are smaller than we believe they are, our product revenues may be adversely affected, and our business may suffer.We focus our research and product development on treatments for severe genetic and orphan diseases. Our understanding of both the number of people who have these diseases, as well as the subset of people with these diseases who have the potential to benefit from treatment with our product candidates, are based on estimates. These estimates may prove to be incorrect and new studies may reduce the estimated incidence or prevalence of these diseases. The number of patients in the U.S., the EU and elsewhere may turn out to be lower than expected, may not be otherwise amenable to treatment with our products or patients may become increasingly difficult to identify and access, any of which could adversely affect our business, financial condition, results of operations and prospects.Further, there are several factors that could contribute to making the actual number of patients who receive other potential products less than the potentially addressable market. These include the lack of widespread availability of, and limited reimbursement for, new therapies in many underdeveloped markets. Further, the severity of the progression of a disease up to the time of treatment, especially in certain degenerative conditions, could diminish the therapeutic benefit conferred by a gene therapy. Lastly, certain patientsâ€™ immune systems might prohibit the successful delivery of certain gene therapy products to the target tissue, thereby limiting the treatment outcomes.Ethical, legal, and social issues associated with genetic testing may reduce demand for any gene therapy products for which we obtain marketing approval.Prior to receiving certain gene therapies, patients may be required to undergo genetic testing. Genetic testing has raised concerns regarding the appropriate utilization and the confidentiality of information provided by genetic testing. Genetic tests for assessing a personâ€™s likelihood of developing a chronic disease have focused public attention on the need to protect the privacy of patientâ€™s underlying genetic information. For example, concerns have been expressed that insurance carriers and employers may use these tests to discriminate based on genetic information, resulting in barriers to the acceptance of genetic tests by consumers. This could lead to governmental authorities restricting genetic testing or calling for limits on or regulating the use of genetic testing, particularly for diseases for which there is no known cure. Any of these scenarios could decrease demand for any products for which we obtain marketing approval.If we, or our commercial partners, obtain approval to commercialize any of our product candidates outside of the U.S., a variety of risks associated with international operations could materially adversely affect our business.We expect that we will be subject to additional risks in commercializing any of our product candidates outside the U.S., including:â—different regulatory requirements for approval of drugs and biologics in foreign countries;â—reduced protection for intellectual property rights;â—unexpected changes in tariffs, trade barriers and regulatory requirements which may make it more difficult or expensive to export or import products and supplies to or from the U.S.;â—economic weakness, including inflation, or political instability in particular foreign economies and markets;â—compliance with tax, employment, immigration, and labor laws for employees living or traveling abroad;â—foreign currency fluctuations, which could result in increased operating expenses and reduced revenues, and other obligations incident to doing business in another country;â—workforce uncertainty in countries where labor unrest is more common than in the U.S.;â—production shortages resulting from any events affecting raw material supply or manufacturing capabilities abroad; andâ—business interruptions resulting from geopolitical actions, including war and terrorism or natural disasters including earthquakes, typhoons, floods, and fires.â€‹58Table of ContentsWe face substantial competition, and others may discover, develop, or commercialize competing products before or more successfully than we do. The development and commercialization of new biotechnology and biopharmaceutical products, including gene therapies, is highly competitive. We may face intense competition with respect to our current and future product candidates from large and specialty pharmaceutical companies and biotechnology companies worldwide, who, like us, currently market and sell products or are pursuing the development of products for the treatment of rare diseases. Potential competitors also include academic institutions, government agencies and other public and private research organizations that conduct research, seek patent protection, and establish collaborative arrangements for research, development, manufacturing, and commercialization. In recent years, there has been a significant increase in commercial and scientific interest and financial investment in gene therapy as a therapeutic approach, which has intensified the competition in this area. We face worldwide competition from larger pharmaceutical companies, specialty pharmaceutical companies and biotechnology firms, universities and other research institutions and government agencies that are developing and commercializing pharmaceutical products. Our key competitors focused on developing therapies in various indications, include among others, Pfizer, Freeline Therapeutics, Intellia Therapeutics, Sangamo Biosciences, Voyager Therapeutics, Passage Bio, Roche, PTC Therapeutics, Prilenia Therapeutics, CombiGene, Caritas Therapeutics, Alnylam, Wave Life Sciences, Bayer AG (AskBio), Amicus Therapeutics, 4D Molecular Therapeutics, Sanofi, Idorsia, Amicus, Spark, Takeda, Chiesi, CANbridge, Abeona, Annexon, Vico, Alexion (AZ), Neurona, Combigene, NeuExcell, EpiBlok, Biogen, ionis, Eisai and Lexeo.Our commercial opportunity could be reduced or eliminated if our competitors develop and commercialize products that are safer, more effective, have fewer or less severe side effects, are more convenient or are less expensive than the products that we develop. For example, in April 2024, the FDA approved Pfizerâ€™s Beqvez (fidanacogene elaparvovec-dzkt), a one-time gene therapy to treat adults with moderate to severe hemophilia B and a direct competitor to HEMGENIX.Our competitors also may obtain FDA, EMA, or other regulatory approval for their products more rapidly than we do, which could result in our competitors establishing a strong market position before we are able to enter the market. A competitor approval may also prevent us from entering the market if the competitor receives any regulatory exclusivities that block our product candidates. Because we expect that gene therapy patients may generally require only a single administration, we believe that the first gene therapy product to enter the market for a particular indication will likely enjoy a significant commercial advantage and may also obtain market exclusivity under applicable orphan drug regimes. Many of the companies with which we are competing or may compete in the future have significantly greater financial resources and expertise than we do in research and development, manufacturing, preclinical testing, conducting clinical trials, obtaining regulatory approvals, and marketing approved products. Moreover, actions taken in connection with our prior restructuring efforts to streamline our product portfolio may hamper our ability to remain competitive. Mergers and acquisitions in the pharmaceutical and biotechnology industries may result in more resources being concentrated among a smaller number of our competitors. Smaller and other early-stage companies may also prove to be significant competitors, particularly through collaborative arrangements with large and established companies. These third parties compete with us in recruiting and retaining qualified scientific and management personnel, establishing clinical trial sites and patient registration for clinical trials, as well as in acquiring technologies complementary to, or necessary for, our programs. Risks Related to Our Dependence on Third Parties We rely, and expect to continue to rely, on third parties to conduct, supervise, and monitor our preclinical studies and clinical trials, and those third parties may not perform satisfactorily, including failing to meet deadlines in the conduct and completion of such trials or failing to comply with regulatory requirements. We rely on third parties, study sites, and others to conduct, supervise, manufacture materials for and monitor our preclinical and clinical trials for our product candidates and do not currently plan to independently conduct clinical or preclinical trials of any other potential product candidates. We expect to continue to rely on third parties, such as CROs, clinical data management organizations, medical and scientific institutions, and clinical and preclinical investigators, to conduct our preclinical studies and clinical trials.59Table of ContentsWhile we have agreements governing the activities of such third parties, we have limited influence and control over their actual performance and activities. For instance, our third-party service providers are not our employees, and except for remedies available to us under our agreements with such third parties we cannot control whether or not they devote sufficient time and resources to our ongoing clinical, non-clinical, and preclinical programs. If these third parties do not successfully carry out their contractual duties, meet expected deadlines or conduct our preclinical studies or clinical trials in accordance with regulatory requirements or our stated protocols, if they need to be replaced or if the quality or accuracy of the data they obtain is compromised due to the failure to adhere to our protocols, regulatory requirements or for other reasons, our trials may be repeated, extended, delayed, or terminated, we may not be able to obtain, or may be delayed in obtaining, marketing approvals for our product candidates, we may not be able to, or may be delayed in our efforts to, successfully commercialize our product candidates, or we or they may be subject to regulatory enforcement actions. As a result, our results of operations and the commercial prospects for our product candidates would be harmed, our costs could increase and our ability to generate revenues could be delayed. To the extent we are unable to successfully identify and manage the performance of third-party service providers in the future, our business may be materially and adversely affected. Our third-party service providers may also have relationships with other entities, some of which may be our competitors, for whom they may also be conducting trials or other therapeutic development activities that could harm our competitive position. Our reliance on these third parties for development activities reduces our control over these activities. Nevertheless, we are responsible for ensuring that each of our studies is conducted in accordance with the applicable protocol, legal, regulatory, and scientific standards, and our reliance on third parties does not relieve us of our regulatory responsibilities. For example, we will remain responsible for ensuring that each of our trials is conducted in accordance with the general investigational plan and protocols for the trial. We must also ensure that our preclinical trials are conducted in accordance with GLPs, as appropriate. Moreover, the FDA and comparable foreign regulatory authorities require us to comply with GCPs for conducting, recording, and reporting the results of clinical trials to assure that data and reported results are credible and accurate and that the rights, integrity, and confidentiality of trial participants are protected. Regulatory authorities enforce these requirements through periodic inspections of trial sponsors, clinical and preclinical investigators, and trial sites. If we or any of our third-party service providers fail to comply with applicable GCPs or other regulatory requirements, we or they may be subject to enforcement or other legal actions, the data generated in our trials may be deemed unreliable and the FDA or comparable foreign regulatory authorities may require us to perform additional studies.In addition, we will be required to report on certain financial interests of our third-party investigators if these relationships exceed certain financial thresholds or meet other criteria. The FDA or comparable foreign regulatory authorities may question the integrity of the data from those clinical trials conducted by investigators who may have conflicts of interest.We cannot assure that, upon inspection by a given regulatory authority, such regulatory authority will determine that any of our trials complies with the applicable regulatory requirements. In addition, our clinical trials must be conducted with product candidates that were produced under GMP conditions. Failure to comply with these regulations may require us to repeat clinical trials, which would delay the regulatory approval process. We also are required to register certain clinical trials and post the results of certain completed clinical trials on a government-sponsored database, ClinicalTrials.gov, within specified timeframes. Failure to do so can result in enforcement actions and adverse publicity.Agreements with third parties conducting or otherwise assisting with our clinical or preclinical studies might terminate for a variety of reasons, including a failure to perform by the third parties. If any of our relationships with these third parties terminate, we may not be able to enter into arrangements with alternative providers or to do so on commercially reasonable terms. Switching or adding additional third parties involves additional costs and requires management time and focus. In addition, there is a natural transition period when a new third party commences work. As a result, if we need to enter into alternative arrangements, it could delay our product development activities and adversely affect our business. Though we carefully manage our relationships with our third parties, there can be no assurance that we will not encounter challenges or delays in the future or that these delays or challenges will not have a material adverse impact on our business, financial condition and prospects, and results of operations.â€‹60Table of ContentsWe also rely on other third parties to store and distribute our products for the clinical and preclinical trials that we conduct. Any performance failure on the part of our distributors could delay the development, marketing approval, or commercialization of our product candidates, producing additional losses and depriving us of potential product revenue.We rely on third parties for important aspects of our development programs. If these parties do not perform successfully or if we are unable to enter into or maintain key collaborations or other contractual arrangements, our business could be adversely affected. We have in the past entered into, and expect in the future to enter into, collaborations with other companies and academic research institutions with respect to important elements of our development programs. Any collaboration we enter into may pose several risks, including the following:â—collaborators have significant discretion in determining the efforts and resources that they will apply to these collaborations;â—we may have limited or no control over the design or conduct of clinical trials sponsored by collaborators;â—we may be hampered from entering into collaboration arrangements if we are unable to obtain consent from our licensors to enter into sublicensing arrangements of technology we have in-licensed; â—if any collaborator does not conduct the clinical trials they sponsor in accordance with regulatory requirements or stated protocols, we will not be able to rely on the data produced in such trials in our further development efforts;â—collaborators may not perform their obligations as expected;â—collaborators may also have relationships with other entities, some of which may be our competitors;â—collaborators may not pursue development and commercialization of any product candidates or may elect not to continue or renew development or commercialization programs based on clinical trial results, changes in the collaboratorsâ€™ strategic focus or available funding, or external factors, such as an acquisition, that divert resources or create competing priorities;â—collaborators may delay clinical trials, provide insufficient funding for a clinical trial program, stop a clinical trial, or abandon a product candidate, repeat or conduct new clinical trials or require a new formulation of a product candidate for clinical testing;â—collaborators could develop, independently or with third parties, products that compete directly or indirectly with our products or product candidates, if, for instance, the collaborators believe that competitive products are more likely to be successfully developed or can be commercialized under terms that are more economically attractive than ours;â—our collaboration arrangements may impose restrictions on our ability to undertake other development efforts that may appear to be attractive to us;â—product candidates discovered in collaboration with us may be viewed by our collaborators as competitive with their own product candidates or products, which may cause collaborators to cease to devote resources to the commercialization of our product candidates;â—a collaborator with marketing and distribution rights that achieves regulatory approval may not commit sufficient resources to the marketing and distribution of such product or products;â—disagreements with collaborators, including over proprietary rights, contract interpretation or the preferred course of development, could cause delays or termination of the research, development or commercialization of product candidates, lead to additional responsibilities for us, delay or impede reimbursement of certain expenses or result in litigation or arbitration, any of which would be time-consuming and expensive;â—collaborators may not properly maintain or defend our intellectual property rights or may use our proprietary information in such a way as to invite litigation that could jeopardize or invalidate our rights or expose us to potential litigation;â—collaborators may infringe the intellectual property rights of third parties, which may expose us to litigation and potential liability; andâ—collaborations may in some cases be terminated for the convenience of the collaborator and, if terminated, we could be required to expend additional funds to pursue further development or commercialization of the applicable product or product candidates.â€‹61Table of ContentsIf any collaboration does not result in the successful development and commercialization of products or if a collaborator were to terminate an agreement with us, we may not receive future research funding or milestone or royalty payments under that collaboration, and we may lose access to important technologies and capabilities of the collaboration. All the risks relating to product development, regulatory approval and commercialization described herein also apply to the activities of any development collaborators. Risks Related to Our Intellectual PropertyWe rely on licenses of intellectual property from third parties, and such licenses may not provide adequate rights, may be open to multiple interpretations or may not be available in the future on commercially reasonable terms or at all, and our licensors may be unable to obtain and maintain patent protection for the technology or products that we license from them. We currently are heavily reliant upon licenses of proprietary technology from third parties that are important or necessary to the development of our technology and products, including technology related to our manufacturing process, our vector platform, our gene cassettes, and the therapeutic genes of interest we are using. These and other licenses may not provide adequate rights to use such technology in all relevant fields of use. Licenses to additional third-party technology that may be required for our development programs may not be available in the future or may not be available on commercially reasonable terms, which could have a material adverse effect on our business and financial condition. In some circumstances, we may not have the right, or have otherwise given up the right, to control the preparation, filing and prosecution of patent applications, or to maintain the patents, covering technology that we own or license from third parties. In addition, some of our agreements with our licensors require us to obtain consent from the licensor before we can enforce patent rights, and our licensor may withhold such consent or may not provide it on a timely basis. Therefore, we cannot be certain that these patents and applications will be prosecuted and enforced in a manner consistent with the best interests of our business which may materially impact any revenue that may be due to us in connection with such patents. In addition, if third parties who license patents to us fail to maintain such patents, or lose rights to those patents, the rights we have licensed may be reduced or eliminated. Our intellectual property licenses with third parties may be subject to

disagreements over contract interpretation, which could narrow the scope of our rights to the relevant intellectual property or technology or increase our financial or other obligations to our licensors. The agreements under which we license intellectual property or technology from third parties are complex, and certain provisions in such agreements may be susceptible to multiple interpretations. The resolution of any contract interpretation disagreement that may arise could narrow what we believe to be the scope of our rights to the relevant intellectual property or technology or increase what we believe to be our financial or other obligations under the relevant agreement, either of which could have a material adverse effect on our business and financial condition. If we fail to comply with our obligations in our intellectual property licenses with third parties, we could lose rights that are important to our business. Our licensing arrangements with third parties may impose diligence, development and commercialization timelines, milestone payment, royalty, insurance, and other obligations on us. If we fail to comply with these obligations, our counterparties may have the right to terminate these agreements either in part or in whole, in which case we might not be able to develop, manufacture or market any product that is covered by these agreements or may face other penalties under the agreements. Such an occurrence could materially adversely affect the value of the product candidate being developed under any such agreement or may otherwise result in reputational damage to our business. Termination of these agreements or reduction or elimination of our rights under these agreements may result in our having to negotiate new or amended agreements with less favorable terms or cause us to lose our rights under these agreements, including our rights to important intellectual property or technology. â€‹62Table of ContentsIf we are unable to obtain and maintain patent protection for our technology and products, or if the scope of the patent protection is not sufficiently broad, our ability to successfully commercialize our products may be impaired.We rely, in part, upon a combination of forms of intellectual property, including in-licensed and owned patents to protect our intellectual property. Our success depends in large part on our ability to obtain and maintain this protection in the U.S., the European Union, and other countries, in part by filing patent applications related to our novel technologies and product candidates. Our patents may not provide us with any meaningful commercial protection, prevent competitors from competing with us or otherwise provide us with any competitive advantage. The patents we own currently are and may become subject to future patent opposition or similar proceedings. Additionally, the patent prosecution process is expensive, time-consuming, and uncertain, and in certain instances we have chosen, and in the future we may choose, not to file and prosecute all necessary or desirable patent applications. For example, our defense of certain patent cases in each of Canada, the United Kingdom, the Netherlands and the U.S. pertaining to licensed rights of etranacogene dezaparvovec was assumed by CSL Behring on October 11, 2023. These oppositions and future patent oppositions may result in loss of scope of some claims or the entire patent and, with respect to our rights under the CSL Agreement, could affect CSLâ€™s successful commercialization of HEMGENIXÂ® and, in turn, could negatively impact our financial position. Additionally, our competitors may be able to circumvent our owned or licensed patents by developing similar or alternative technologies or products in a non-infringing manner. Successful challenges to our patents may result in loss of exclusivity or freedom to operate or in patent claims being narrowed, invalidated, or held unenforceable, in whole or in part, which could limit our ability or the ability of our licensees to stop others from using or commercializing similar or identical technology and products, or limit the duration of the patent protection of our technology and products. It is also possible that we will fail to identify patentable aspects of our research and development output before it is too late to obtain patent protection. Additionally, given the amount of time required for the development, testing and regulatory review of new product candidates, patents protecting such candidates might expire before or shortly after such candidates are commercialized. As a result, our owned and licensed patent portfolio may not provide us with sufficient rights to exclude others from commercializing products similar or identical to ours. The patent position of biotechnology and pharmaceutical companies generally is highly uncertain, involves complex legal and factual questions and has in recent years been the subject of much litigation. In addition, the laws of foreign countries may not protect our rights to the same extent as the laws of the U.S. For example, EU patent law with respect to the patentability of methods of treatment of the human body is more limited than U.S. law. Publications of discoveries in the scientific literature often lag the actual discoveries, and patent applications in the U.S. and other jurisdictions are typically not published until 18 months after their priority date, or in some cases at all. Therefore, we cannot know with certainty whether we were the first to make the inventions or that we were the first to file for patent protection of the inventions claimed in our owned or licensed patents or pending patent applications. As a result, the issuance, scope, validity, enforceability, and commercial value of our patent rights are highly uncertain. Our pending and future patent applications may not result in patents being issued that protect our technology or products, in whole or in part, or which effectively prevent others from commercializing competitive technologies and products. Changes in either the patent laws or interpretation of the patent laws in the European Union, the U.S. or other countries may diminish the value of our patents or narrow the scope of our patent protection. Our inability to obtain and maintain appropriate patent protection for any one of our products could have a material adverse effect on our business, financial condition, and results of operations.We may become involved in lawsuits to protect or enforce our patents or other intellectual property, or third parties may assert their intellectual property rights against us, which could be expensive, time consuming and unsuccessful. Competitors may infringe on our owned or licensed patents or other intellectual property. To counter infringement or unauthorized use, we may be required to file infringement claims, which can be expensive and time consuming. An adverse result in any litigation proceeding could put one or more of our patents at risk of being invalidated, maintained in a more narrowly amended form or interpreted narrowly. â€‹63Table of ContentsEven if resolved in our favor, litigation or other legal proceedings relating to intellectual property claims may cause us to incur significant expenses, increase our operating losses, reduce available resources, and could distract our technical and management personnel from their normal responsibilities. In addition, there could be public announcements of the results of hearings, motions or other interim proceedings or developments, which could have an adverse effect on the price of our ordinary shares. Third parties may initiate legal proceedings alleging that we are infringing their intellectual property rights, the outcome of which would be uncertain and could have a material adverse effect on the success of our business. For example, outside of the U.S. two of the patents we own are subject to patent opposition. If these or future oppositions are successful or if we are found to otherwise infringe a third party's intellectual property rights, we could be required to obtain a license from such third party to continue developing and marketing our products and technology. We may not be able to obtain the required license on commercially reasonable terms or at all. Even if we could obtain a license, it could be non-exclusive, thereby giving our competitors access to the same technologies licensed to us. We could be forced, including by court order, to cease commercializing the infringing technology or product or otherwise to cease using the relevant intellectual property. In addition, we could be found liable for monetary damages, including treble damages and attorneysâ€™ fees if we are found to have willfully infringed a patent. A finding of infringement could prevent us from commercializing our product candidates or force us to cease or materially modify some of our business operations, which could materially harm our business. Claims that we have misappropriated the confidential information or trade secrets of third parties could have a similar negative impact on our business. In addition, legal proceedings relating to intellectual property claims, with or without merit, are unpredictable and generally expensive and time-consuming and is likely to divert significant resources from our core business, including distracting our technical and management personnel from their normal responsibilities. Furthermore, because of the substantial amount of discovery required in connection with intellectual property litigation, there is a risk that some of our confidential information could be compromised by disclosure during this type of litigation.For example, we are aware of patents or patent applications owned by third parties that relate to some aspects of our programs that are still in development. In some cases, because we have not determined the final methods of manufacture, the method of administration or the therapeutic compositions for these programs, we cannot determine whether rights under such third-party positions will be needed. In addition, in some cases, we believe that the claims of these patents are invalid or not infringed or will expire before commercialization. However, if such patents are needed and found to be valid and infringed, we could be required to obtain licenses, which might not be available on commercially reasonable terms, or to cease or delay commercializing certain product candidates, or to change our programs to avoid infringement.If we are unable to protect the confidentiality of our proprietary information and know-how, the value of our technology and products could be adversely affected. In addition to seeking patent protection, we also rely on other proprietary rights, including protection of trade secrets, know-how and confidential and proprietary information. To maintain the confidentiality of our trade secrets and proprietary information, we enter into confidentiality agreements with our employees, consultants, collaborators and other third parties who have access to our trade secrets. Our agreements with employees also provide that any inventions conceived by the individual while rendering services to us will be our exclusive property. However, we may not obtain these agreements in all circumstances, and individuals with whom we have these agreements may not comply with their terms. The assignment of intellectual property rights may not be self-executing, or the assignment agreements may be breached, and we may be forced to bring claims against third parties, or defend claims that they may bring against us, to determine the ownership of what we regard as our intellectual property. In addition, in the event of unauthorized use or disclosure of our trade secrets or proprietary information, these agreements, even if obtained, may not provide meaningful protection, particularly for our trade secrets or other confidential information. To the extent that our employees, consultants, or contractors use technology or know-how owned by third parties in their work for us, disputes may arise between us and those third parties as to the rights in related inventions.â€‹64Table of ContentsAdequate remedies may not exist in the event of unauthorized use or disclosure of our confidential information including a breach of our confidentiality agreements. Enforcing a claim that a party illegally disclosed or misappropriated a trade secret is difficult, expensive, and time consuming, and the outcome is unpredictable. In addition, some courts in and outside of the U.S. are less willing or unwilling to protect trade secrets. If any of our trade secrets were to be lawfully obtained or independently developed by a competitor or other third party, we would have no right to prevent them from using that technology or information to compete with us. The disclosure of our trade secrets or the independent development of our trade secrets by a competitor or other third party would impair our competitive position and may materially harm our business, financial condition, results of operations, stock price and prospects.Our reliance on third parties may require us to share our trade secrets, which could increase the possibility that a competitor will discover them or that our trade secrets will be misappropriated or disclosed. Because we collaborate from time to time with various organizations and academic research institutions on the advancement of our gene therapy platform, we must, at times, share trade secrets with them. We seek to protect our proprietary technology in part by entering into confidentiality agreements and, if applicable, materials transfer agreements, collaborative research agreements, consulting agreements or other similar agreements with our collaborators, advisors, and consultants prior to beginning research or disclosing proprietary information. These agreements typically limit the rights of the third parties to use or disclose our confidential information, such as trade secrets. Despite the contractual provisions employed when working with third parties, the need to share trade secrets and other confidential information increases the risk that such trade secrets become known by our competitors, are inadvertently incorporated into the technology of others, or are disclosed or used in violation of these agreements. Given that our proprietary position is based, in part, on our know-how and trade secrets, a competitor's discovery of our trade secrets or other unauthorized use or disclosure would impair our competitive position and may have a material adverse effect on our business. In addition, these agreements typically restrict the ability of our collaborators, advisors, and consultants to publish data potentially relating to our trade secrets. Our academic collaborators typically have rights to publish data, if we are notified in advance and may delay publication for a specified time to secure our intellectual property rights arising from the collaboration. In other cases, publication rights are controlled exclusively by us, although in some cases we may share these rights with other parties. We also conduct joint research and development programs that may require us to share trade secrets under the terms of our research and development partnerships or similar agreements. Some courts inside and outside the U.S. are less willing or unwilling to protect trade secrets. If any of our trade secrets were to be lawfully obtained or independently developed by a competitor, we would have no right to prevent them, or those with whom they communicate, from using that technology or information to compete with us.Intellectual property rights do not necessarily address all potential threats to our competitive advantage.Â The degree of future protection afforded by our intellectual property rights is uncertain because intellectual property rights have limitations and may not adequately protect our business or permit us to maintain a competitive advantage. For example:Â â—others may be able to make gene therapy products that are similar to our product candidates or utilize similar gene therapy technology but that are not covered by the claims of the patents that we own or have licensed; â—we or our licensors or future collaborators might not have been the first to make the inventions covered issued patents or pending patent applications that we own or have licensed; â—we or our licensors or future collaborators might not have been the first to file patent applications covering certain of our inventions; â—others may independently develop similar or alternative technologies or duplicate any of our technologies without infringing our intellectual property rights; â—it is possible that our pending patent applications will not lead to issued patents; â—issued patents that we own or have licensed may be held invalid or unenforceable, as a result of legal challenges by our competitors; Â â—our competitors might conduct activities in countries where we do not have patent rights and then use the information learned from such activities to develop competitive products for sale in our major commercial markets; â€‹â€‹65Table of Contentsâ—we may not develop additional proprietary technologies that are patentable; and â—the patents of others may have an adverse effect on our business. The occurrence of any of these events could seriously harm our business.Risks Related to Pricing and ReimbursementWe and our commercial partner face uncertainty related to insurance coverage of, and pricing and reimbursement for, HEMGENIXÂ® and other product candidates for which we may receive marketing approval. We anticipate that the cost of treatment using our product candidates will be significant. We expect that most patients and their families will not be capable of paying for our products themselves. There will be no commercially viable market for our product candidates without reimbursement from third party payers, such as government health administration authorities, private health insurers and other organizations. Even if there is a commercially viable market, if the level of third-party reimbursement is below our expectations, most patients may not be able to afford treatment with our products and our revenues and gross margins will be adversely affected, and our business will be harmed.Government authorities and other third-party payers, such as private health insurers and health maintenance organizations, decide for which medications they will pay and, subsequently, establish reimbursement levels. Reimbursement systems vary significantly by country and by region, and reimbursement approvals must be obtained on a country-by-country basis. Government authorities and third-party payers have attempted to control costs by limiting coverage and the amount of reimbursement for particular medications and procedures and negotiating or requiring payment of manufacturer rebates. Increasingly, third party payers require drug companies to provide them with predetermined discounts from list prices, are exerting influence on decisions regarding the use of particular treatments and are limiting covered indications. Moreover, payment methodologies may be subject to changes in healthcare legislation and regulatory initiatives. For example, the Center for Medicare & Medicaid Innovation at the Centers for Medicare & Medicaid Services may develop new payment and delivery models, such as bundled payment models. In addition, recently there has been heightened governmental scrutiny over the manner in which manufacturers set prices for their marketed products, which has resulted in several U.S. Congressional inquiries and proposed and enacted federal and state legislation designed to, among other things, bring more transparency to drug pricing, reduce the cost of prescription drugs under government payor programs, and review the relationship between pricing and manufacturer patient assistance programs. Most recently, on August 16, 2022, the Inflation Reduction Act of 2022, or IRA, was signed into law. Among other things, the IRA requires manufacturers of certain drugs to engage in price negotiations with Medicare (with the maximum fair prices for the first year of the negotiation program being initially applicable in 2026), with prices that can be negotiated subject to a cap; imposes rebates for certain drugs under Medicare Part B and Medicare Part D to penalize price increases that outpace inflation (first due in 2023); and replaces the Part D coverage gap discount program with a new discounting program (beginning in 2025). We expect that additional U.S. federal healthcare reform measures will be adopted in the future, any of which could limit the amounts that the U.S. federal government will pay for healthcare products and services, which could result in reduced demand for our product candidates or additional pricing pressures and could seriously harm our business.Â Individual states in the U.S. have also increasingly passed legislation and implemented regulations designed to control pharmaceutical and biological product pricing, including price or patient reimbursement constraints, discounts, restrictions on certain product access and marketing cost disclosure and transparency measures, and, in some cases, designed to encourage importation from other countries and bulk purchasing. Legally mandated price controls on payment amounts by third-party payors or other restrictions could seriously harm our business. In addition, regional healthcare authorities and individual hospitals are increasingly using bidding procedures to determine what pharmaceutical products and which suppliers will be included in their prescription drug healthcare programs. This could reduce the ultimate demand for our product candidates or put pressure on our product pricing. Furthermore, there has been increased interest by third-party payors and governmental authorities in reference pricing systems and publication of discounts and list prices. Prescription drugs and biological products that are in violation of these requirements will be included on a public list. These reforms could reduce the ultimate demand for our product candidates or put pressure on our product pricing and could seriously harm our business.Â â€‹66Table of ContentsIn the EU, similar political, economic, and regulatory developments may affect our ability to profitably commercialize our product candidates, if approved. In addition to continuing pressure on prices and cost containment measures, legislative developments at the EU or member state level may result in significant

additional requirements or obstacles that may increase our operating costs. The delivery of healthcare in the EU, including the establishment and operation of health services and the pricing and reimbursement of medicines, is almost exclusively a matter for national, rather than EU, law and policy. National governments and health service providers have different priorities and approaches to the delivery of health care and the pricing and reimbursement of products in that context. In general, however, the healthcare budgetary constraints in most EU member states haveÂ resulted in restrictions on the pricing and reimbursement of medicines by relevant health service providers. Coupled with ever-increasing EU and national regulatory burdens on those wishing to develop and market products, this could prevent or delay marketing approval of our product candidates, restrict or regulate post-approval activities and affect our ability to commercialize our product candidates, if approved. In markets outside of the U.S. and EU, reimbursement and healthcare payment systems vary significantly by country, and many countries have instituted price ceilings on specific products and therapies.Â We cannot predict the likelihood, nature or extent of government regulation that may arise from future legislation or administrative or judicial action in the U.S., the EU, or any other jurisdiction. If we or any third parties we may engage are slow or unable to adapt to changes in existing requirements or the adoption of new requirements or policies, or if we or such third parties are not able to maintain regulatory compliance, our product candidates may lose any regulatory approval that may have been obtained and we may not achieve or sustain profitability.The pricing review period and pricing negotiations for new medicines take considerable time and have uncertain results. Pricing review and negotiation usually begin only after the receipt of regulatory marketing approval, and some authorities require approval of the sale price of a product before it can be marketed. In some markets, particularly the countries of the European Union, prescription pharmaceutical pricing remains subject to continuing direct governmental control and to drug reimbursement programs even after initial approval is granted and price reductions may be imposed. Prices of medical products may also be subject to varying price control mechanisms or limitations as part of national health systems if products are considered not cost-effective or where a drug companyâ€™s profits are deemed excessive. In addition, pricing and reimbursement decisions in certain countries can lead to mandatory price reductions or additional reimbursement restrictions in other countries. Because of these restrictions, any product candidates for which we may obtain marketing approval may be subject to price regulations that delay or prohibit our or our partnersâ€™ commercial launch of the product in a particular jurisdiction. In addition, we or any collaborator may elect to reduce the price of our products to increase the likelihood of obtaining reimbursement approvals. If countries impose prices which are not sufficient to allow us or any collaborator to generate a profit, we or any collaborator may refuse to launch the product in such countries or withdraw the product from the market. If pricing is set at unsatisfactory levels, or if the price decreases, our business could be harmed, possibly materially. If we fail to obtain and sustain an adequate level of coverage and reimbursement for our products by third party payers, our ability to market and sell our products could be adversely affected and our business could be harmed. Due to the generally limited addressable market for our target orphan indications and the potential for our therapies to offer therapeutic benefit in a single administration, we face uncertainty related to our product candidates. The relatively small market size for orphan indications and the potential for long-term therapeutic benefit from a single administration present challenges for pricing review and negotiation of our product candidates for which we may obtain marketing authorization. Most of our product candidates target rare diseases with relatively small patient populations. If we are unable to obtain adequate levels of reimbursement relative to these small markets, our ability to support our development and commercial infrastructure and to successfully market and sell our product candidates for which we may obtain marketing approval could be adversely affected. 67Table of ContentsWe also anticipate that many or all our gene therapy product candidates may provide long-term, and potentially curative benefit, with a single administration. This is a different paradigm than that of many other pharmaceutical therapies, which often require an extended course of treatment or frequent administration. As a result, governments and other payers may be reluctant to provide the significant level of reimbursement that we seek at the time of administration of our gene therapies or may seek to tie reimbursement to clinical evidence of continuing therapeutic benefit over time. Additionally, there may be situations in which our product candidates will need to be administered more than once, which may further complicate the pricing and reimbursement for these treatments. In addition, considering the anticipated cost of these therapies, governments and other payers may be particularly restrictive in making coverage decisions. These factors could limit our commercial success and materially harm our business. Risks Related to Our Financial Position and Need for Additional CapitalWe had net losses in the years ended December 31, 2023 and 2022, have incurred significant losses in previous years and expect to incur losses during the current and over the next several years and may never achieve or maintain profitability. We had a net loss of $121.9 million in the six months ended June 30, 2024, and a net loss of $308.5 million in the year ended December 31, 2023. We incurred a gain of $329.6 million in year ended December 31, 2021; however, such gain was primarily attributable to one-time license revenue from CSL Behring. We have incurred significant losses in the years prior to 2021. As of June 30, 2024, we had an accumulated deficit of $1,012.3 million. In the past, we have financed our operations primarily through the sale of equity securities and convertible debt, venture loans, upfront payments from our collaboration partners and, to a lesser extent, subsidies and grants from governmental agencies and fees for services. We expect to finance our operations in 2024 and through the end of 2027 primarily from our existing cash, cash equivalents, and cash resources. We have devoted substantially all our financial resources and efforts to research and development, including preclinical studies and clinical trials. We expect to continue to incur significant expenses and losses over the next several years, and our net losses may fluctuate significantly from quarter to quarter and year to year. We anticipate that we will continue to incur net losses for the foreseeable future as we:â—continue to fund AMT-130 in its ongoing clinical trials and advance our other product candidates into clinical development;â—incur the costs associated with the manufacturing of preclinical, clinical and commercial supplies of our product candidates through our partnership with Genezen and other third-party manufacturers;â—seek regulatory approvals for any product candidates that successfully complete clinical trials;â—maintain, expand and protect our intellectual property portfolio;â—hire and retain personnel to support our business;â—enhance our operational, financial and management information systems and personnel; and â—incur legal, accounting and other expenses operating as a public company.â€‹We may never succeed in materially reducing our operating expenses and, even if we do, may never generate revenues that are sufficient to achieve or sustain profitability. Even if we do achieve profitability, we may not be able to sustain or increase profitability on a quarterly or annual basis. Our failure to generate value for our shareholders could impair our ability to raise capital, maintain our research and development efforts, diversify our product offerings, or even continue our operations.We will need to raise additional funding in order to advance the development of our product candidates, which may not be available on acceptable terms, or at all. Failure to obtain capital when needed may force us to delay, limit or terminate our product development efforts or other operations which could have a material adverse effect on our business, financial condition, results of operations and cash flows. We expect to incur significant expenses in connection with our ongoing activities and we will need to obtain substantial additional funding in order to fund the development of our product pipeline and support our continuing operations. In addition, we have based our estimate of our financing requirements on assumptions that may prove to be wrong, and we could use our capital resources sooner than we currently expect. 68Table of ContentsAdequate capital may not be available to us when needed or may not be available on acceptable terms. Our ability to obtain additional debt financing may be limited by covenants we have made under our 2024 Amended Facility with Hercules and our pledge to Hercules of substantially all our assets as collateral. Our ability to obtain additional equity financing may be limited by our shareholdersâ€™ willingness to approve the issuance of additional share capital. If we raise additional capital through the sale of equity or convertible debt securities, our shareholdersâ€™ ownership interest could be diluted, and the terms of these securities may include liquidation or other preferences that adversely affect the rights of holders of our ordinary shares.If we raise additional funds through collaborations, strategic alliances, marketing, distribution, or licensing arrangements with third parties, we may have to issue additional equity, relinquish valuable rights to our technologies, future revenue streams, products, or product candidates, or grant licenses on terms that may not be favorable to us. If we are unable to raise capital when needed or on attractive terms or successfully pursue strategic partnerships where necessary, we could be forced to delay, reduce, or further eliminate our research and development programs or any future commercialization efforts, which would have a negative impact on our financial condition, results of operations and cash flows. Our existing and any future indebtedness could adversely affect our ability to operate our business. As of June 30, 2024, we had $100.0 million of outstanding principal of borrowings under the 2024 Amended Facility. In July 2024, in connection with the closing of the Lexington Transaction, we repaid $50.0 million of the principal outstanding. We are required to repay the remaining outstanding principal balance of $50.0 million upon the maturity date of the 2024 Amended Facility in January 2027. We might not be able to finance our operations from our existing cash, cash equivalents, and cash resources consistent with our expectations if we are not able to refinance the 2024 Amended Facility prior to the January 2027 maturity date. We could in the future incur additional debt obligations beyond our borrowings from Hercules. Our existing loan obligations, together with other similar obligations that we may incur in the future, could have significant adverse consequences, including:â—requiring us to dedicate a portion of our cash resources to the payment of interest and principal, reducing money available to fund working capital, capital expenditures, research and development and other general corporate purposes;â—increasing our vulnerability to adverse changes in general economic, industry and market conditions;â—subjecting us to restrictive covenants that may reduce our ability to take certain corporate actions or obtain further debt or equity financing;â—limiting our flexibility in planning for, or reacting to, changes in our business and the industry in which we compete; andâ—placing us at a disadvantage compared to our competitors that have less debt or better debt servicing options.We may not have sufficient funds and may be unable to arrange for additional financing to pay the amounts due under our existing loan obligations. Failure to make payments or comply with other covenants under 2024 Amended Facility could result in an event of default and acceleration of amounts due. Under the 2024 Amended Facility, the occurrence of an event that would reasonably be expected to have a material adverse effect on our business, operations, assets, or condition is an event of default. If an event of default occurs and the lender accelerates the amounts due, we may not be able to make accelerated payments, and the lender could seek to enforce security interests in the collateral securing such indebtedness, which includes substantially all our assets.Our 2024 Amended Facility bears a variable interest rate with a fixed floor. The U.S. Federal Reserve has raised, and may in the future further raise, interest rates to combat the effects of recent high inflation. An increase in interest rates by the Federal Reserve has and could in the future cause the prime rate to increase, which has and could in the future increase our debt service obligations. Significant increases in such obligations could have a negative impact on our financial position or operating results, including cash available for servicing our indebtedness, or result in increased borrowing costs in the future69Table of ContentsWe may not realize the intended financial benefits of, or achieve the intended goals or outlooks with respect to, our business development and strategic initiatives, including divestitures, acquisitions or other potential transactions. We have recently and historically pursued various strategic initiatives, transactions and business arrangements, including the July 2024 Lexington Transaction and the July 2021 acquisition of uniQure France and its lead program (AMT-260). We may, from time to time, enter into strategic transactions consistent with our business development and financial objectives. Implementing these and other strategic initiatives has included, and may in the future include, divestitures, acquisitions, asset purchases, partnerships, collaborations, joint ventures and other investments. Certain of these transactions and arrangements have been and may in the future be material to us both from a strategic and financial perspective. These initiatives, whether successful or not, have been, and may continue to be, complex, time-consuming and expensive, may divert managementâ€™s attention, and could expose us to operational challenges and potential inefficiencies. We may miscalculate the risks associated with our strategic initiatives at the time they are made or may not have the resources or ability to access all the relevant information to evaluate them properly, including with regard to the research and development-related risks, manufacturing and compliance issues, or the outcome of ongoing legal and other proceedings. There can be no assurance that we will be able to achieve all of our intended goals with respect to such strategies within the anticipated timeframes, if at all, or fully realize the expected benefits of any such transactions or arrangements.Divestitures (including the Lexington Transaction), product rationalizations or asset sales could result in asset impairments, or reductions to the size or scope of our business, our market share in particular markets or our opportunities and ability to compete with respect to certain markets, therapeutic areas or products. We may not be successful in separating divested businesses or assets, which could negatively impact our ongoing and future operations. For example, the Lexington Transaction may result in continued financial and operational exposure related to the divested assets or businesses, through guarantees or other financial arrangements, indemnification obligations, continued manufacturing and supply and transition services obligations to the divested businesses, or potential litigation. In addition, we may also not be able to realize the intended or anticipated benefits from such transactions, such as realizing the anticipated cost savings, maintaining employee morale and retaining key management and other employees to meet our transition service obligations and to operate our retained business, or may be unable to realize the intended or expected goals, outlooks, synergies or operating efficiencies with respect to such transactions. The overall execution of our strategic initiatives may result in material unanticipated problems, expenses, liabilities, competitive responses, operational inefficiencies, adverse tax consequences, impairment or restructuring charges, loss of important third-party relationships, difficulty attracting and retaining qualified employees, and diversion of managementâ€™s and/or employeeâ€™s attention, among other potential adverse consequences. In addition, we may have to terminate a strategic alliance, agreement or arrangement, or our partners may be unable to fulfill their collaboration. Any of the risks described above could have a material adverse effect on our reputation, business, financial condition, results of operations, cash flows, ability to pay dividends and/or share price.Risks Related to Other Legal Compliance Matters Our relationships with employees, customers and third parties are subject to applicable laws and regulations, the non-compliance of any of which could have a material adverse effect on our business, financial condition, and results of operations. Healthcare providers, physicians, other practitioners, and third-party payers will play a primary role in the recommendation and prescription of any products for which we obtain marketing approval. Our future arrangements with third party payers and customers may expose us to broadly applicable anti-bribery laws, including the Foreign Corrupt Practices Act, as well as fraud and abuse and other U.S. and international healthcare laws and regulations that may constrain the business or financial arrangements and relationships through which we would be able to market, sell and distribute any products for which we obtain marketing approval. Efforts to ensure that our business arrangements with third parties will comply with applicable laws and regulations could involve substantial costs. If our operations, or the activities of our collaborators, distributors or other third-party agents are found to be in violation of any of these laws or any other governmental regulations that may apply to us, we may be subject to significant civil, criminal, and administrative penalties, damages, fines, imprisonment, exclusion from participation in government funded healthcare programs and the curtailment or restructuring of our operations. 70Table of ContentsAdditionally, we are subject to various labor and employment laws and regulations. These laws and regulations relate to matters such as employment discrimination, wage and hour laws, requirements to provide meal and rest periods or other benefits, family leave mandates, employee and independent contractor classification rules, requirements regarding working conditions and accommodations to certain employees, citizenship or work authorization and related requirements, insurance and workersâ€™ compensation rules, healthcare laws, scheduling notification requirements and anti-discrimination and anti-harassment laws. Complying with these laws and regulations, including ongoing changes thereto, subjects us to substantial expense and non-compliance could expose us to significant liabilities. In particular, we are subject to allegations of Sarbanes-Oxley whistleblower retaliation and employment discrimination and retaliation, and we may in the future be subject to additional claims of non-compliance with similar or other laws and regulations.The costs associated with an alleged or actual violation of any of the foregoing could be substantial and could cause irreparable harm to our reputation or otherwise have a material adverse effect on our business, financial condition, and results of operations.We are subject to laws governing data protection in the different jurisdictions in which we operate. The implementation of such data protection regimes is complex, and should we fail to fully comply, we may be subject to penalties that may have an adverse effect on our business, financial condition, and results of operations.Many national, international, and state laws govern the privacy and security of health information and other personal and private information. They often differ from each other in significant ways. For instance, the EU has adopted a comprehensive data protection law called the EU General Data Protection Regulation Â that took effect in May 2018. The UK has, following its exit from the EU, substantially adopted the EU General Data Protection Regulation into its domestic law through the UK General Data Protection Regulation (collectively with the EU General Data Protection Regulation, and related EU and UK e-Privacy laws, the â€œGDPRâ€). Â The GDPR, together with the national legislation of the UK (including the Data Protection Act 2018) and EU member states governing the processing of personal data, impose strict obligations and restrictions on the ability to collect, use, analyze and transfer personal information, including health data from clinical trials and adverse event reporting. GDPR obligations applicable to us may include, in many circumstances, obtaining the (opt-in) consent of the individuals to whom the personal data relates; providing GDPR-prescribed data processing notices to individuals; complying with restrictions regarding the transfer of personal data out of the EU or the UK (as applicable) (including to the US); implementing and maintaining data protection policies and procedures; restrictions regarding the use of certain innovative technologies; providing data security breach notifications to supervisory authorities and affected individuals under tight timescales; and implementing security and confidentiality measures. Supervisory authorities in the different EU member states and the UK may interpret the GDPR and national laws differently and impose

additional requirements. Guidance on implementation and compliance practices are often updated or otherwise revised. All of this adds to the complexity of processing personal information and remaining compliant with the GDPR. The GDPR allows EU and UK supervisory authorities to impose penalties for non-compliance of up to the greater of EUR 20.0 million and 4% of annual worldwide gross revenue of the corporate group in question. (There are similar caps in GBP under the UK GDPR.). Supervisory authorities in the EU and UK may potentially levy such fines directly upon on the non-compliant entity and/or on the parent company of the non-compliant entity. Supervisory authorities also possess other wide-ranging powers, including conducting unannounced inspections of our facilities and system (so-called â€œdawn raidsâ€), and issuing â€œstop processingâ€ orders to us. Separate from regulatory enforcement actions, individuals may bring private actions (including potentially group or representative actions) against us. There is no statutory cap in the GDPR on the amount of compensation or the damages which individuals may recover. Overall, the significant costs of GDPR compliance, risk of regulatory enforcement actions and private litigation under, and other burdens imposed by the GDPR as well as under other regulatory schemes throughout the world related to privacy and security of health information and other personal and private data could have an adverse impact on our business, financial condition, and results of operations.â€‹71Table of ContentsProduct liability lawsuits could cause us to incur substantial liabilities and to limit commercialization of our therapies. We face an inherent risk of product liability related to the testing of our product candidates in human clinical trials and in connection with product sales. If we cannot successfully defend ourselves against claims that our product candidates or products or the procedures used to administer them to patients caused injuries, we will incur substantial liabilities. Regardless of merit or eventual outcome, liability claims may result in:â—decreased demand for any product candidates or products that we develop or sell;â—injury to our reputation and significant negative media attention;â—negative publicity or public opinion surrounding gene therapy;â—withdrawal of clinical trial participants or sites, or discontinuation of development programs;â—significant costs to defend the related litigation;â—substantial monetary awards to trial participants or patients;â—loss of revenue;â—initiation of investigations, and enforcement actions by regulators; and product recalls, withdrawals, revocation of approvals, or labeling, marketing, or promotional restrictions;â—reduced resources of our management to pursue our business strategy; andâ—the inability to further develop or commercialize any products that we develop.Depending upon the country where the clinical trial is conducted, we currently hold coverages ranging from EUR 500,000 to EUR 10,000,000 per occurrence. Such coverage may not be adequate to cover all liabilities that we may incur. We may need to increase our insurance coverage as we expand our clinical trials. In addition, insurance coverage is increasingly expensive. We may not be able to maintain insurance coverage at a reasonable cost or in an amount adequate to satisfy any liability that may arise. In the event insurance coverage is insufficient to cover liabilities that we may incur, it could have a material adverse effect on our business, financial condition, and results of operations.Healthcare legislative and regulatory reform measures may have a material adverse effect on our financial operations.Our industry is highly regulated and changes in law may adversely impact our business, operations, or financial results. The Patient Protection and Affordable Care Act, as amended by the Health Care and Education Reconciliation Act, or the PPACA, is a sweeping measure intended to, among other things, expand healthcare coverage within the U.S., primarily through the imposition of health insurance mandates on employers and individuals and expansion of the Medicaid program. Several provisions of the law may affect us and increase certain of our costs.In addition, other legislative changes have been adopted since the PPACA was enacted. These changes include aggregate reductions in Medicare payments to providers of 2% per fiscal year, which went into effect on April 1, 2013, Congress subsequently has extended the period over which these reductions are in effect. While President Biden previously signed legislation temporarily to eliminate this reduction through the end of 2021, a 1% payment adjustment was implemented from April 1 â€” June 30, 2022, and a 2% payment adjustment took effect beginning July 1, 2022. In January 2013, President Obama signed into law the American Taxpayer Relief Act of 2012, which, among other things, further reduced Medicare payments to several types of providers and increased the statute of limitations period for the government to recover overpayments to providers from three to five years. These laws may result in additional reductions in Medicare and other healthcare funding, which could have a material adverse effect on our customers and, accordingly, our financial operations.â€‹72Table of ContentsWe anticipate that the PPACA, as well as other healthcare reform measures that may be adopted in the future, may result in more rigorous coverage criteria and additional downward pressure on pricing and the reimbursement our customers may receive for our products, and increased manufacturer rebates. Further, there have been, and there may continue to be, judicial and Congressional challenges to certain aspects of the PPACA. For example, the U.S. Tax Cuts and Jobs Act of 2017 includes a provision repealing, effective January 1, 2019, the tax-based shared responsibility payment imposed by the Affordable Care Act on certain individuals who fail to maintain qualifying health coverage for all or part of a year that is commonly referred to as the â€œindividual mandateâ€. Additional legislative and regulatory changes to the PPACA, its implementing regulations and guidance and its policies, remain possible in the 118th U.S. Congress and under the Biden Administration. However, it remains unclear how any new legislation or regulation might affect the prices we may obtain for any of our product candidates for which regulatory approval is obtained. Any reduction in reimbursement from Medicare and other government programs may result in a similar reduction in payments from private payers. The implementation of cost containment measures or other healthcare reforms may prevent us from being able to generate revenue, attain profitability or commercialize our products.Our future growth may depend, in part, on our ability to penetrate markets outside of the U.S. and Europe where we would be subject to additional regulatory burdens and other risks and uncertainties.Our future profitability may depend, in part, on our ability to commercialize current or future drug candidates in foreign markets for which we may rely on collaborations with third parties. We are not permitted to market or promote any of our drug candidates before we receive regulatory approval from the applicable regulatory authority in that foreign market. To obtain separate regulatory approval in many other jurisdictions we must comply with numerous and varying regulatory requirements of such jurisdictions regarding safety and efficacy and governing, among other things, clinical trials, manufacturing, commercial sales, pricing and distribution of our drug candidates, and we cannot predict success in these jurisdictions. Our internal computer systems, or those of our collaborators or other contractors or consultants, may fail or suffer security breaches, which could result in a material disruption of our product development programs.Our internal computer systems and those of our current and any future collaborators and other contractors or consultants are vulnerable to damage from computer viruses, unauthorized access, natural disasters, terrorism, war and telecommunication and electrical failures. The size and complexity of our information technology systems, and those of our collaborators, contractors and consultants, and the large amounts of confidential information stored on those systems, make such systems vulnerable to service interruptions or to security breaches from inadvertent or intentional actions by our employees, third-party vendors and/or business partners, or from cyber-attacks by malicious third parties. Cyber-attacks are increasing in their frequency, sophistication, and intensity, and have become increasingly difficult to detect. Cyber-attacks could include the deployment of harmful malware, ransomware, denial-of-service attacks, social engineering, and other means to affect service reliability and threaten the confidentiality, integrity, and availability of information. Cyber-attacks also could include phishing attempts or e-mail fraud to cause payments or information to be transmitted to an unintended recipient. Our hybrid remote work policy may increase our vulnerability to such risks.While we have experienced and addressed system failures, cyber-attacks, and security breaches in the past, we have not experienced a system failure, accident, cyber-attack, or security breach that has resulted in a material interruption in our operations to date. In the future, such events could result in a material disruption of our development programs and our business operations, whether due to a loss of our trade secrets, data, or other proprietary information or other similar disruptions. Additionally, any such event that leads to unauthorized access, use or disclosure of personal information, including personal information regarding our patients or employees, could harm our reputation, cause us not to comply with federal and/or state breach notification laws and foreign law equivalents and otherwise subject us to liability under laws and regulations that protect the privacy and security of personal information. Security breaches and other inappropriate access can be difficult to detect, and any delay in identifying them may lead to increased harm of the type described above. We may need to devote significant resources to protect against security breaches or to address problems caused by a cyber-attack or security breach. While we have implemented security measures to protect our information technology systems and infrastructure, there can be no assurance that such measures will prevent service interruptions or security breaches that could adversely affect our business and the further development and commercialization of our product and product candidates could be delayed.â€‹73Table of ContentsSee Part I, Item 1C, Cybersecurity, in our Annual Report for more information regarding our cybersecurity risk management, strategy and governance. Climate change as well as corporate responsibility initiatives, including environmental, social and governance (ESG) matters, may impose additional costs on our business and expose us to new risks. Greenhouse gases may have an adverse effect on global temperatures, weather patterns, and the frequency and severity of extreme weather and natural disasters. Such events could have a negative effect on our business. Concern over the impact of climate change may result in new or additional legislative and regulatory requirements to reduce or mitigate the effects of climate change on the environment, which could result in increases in taxes, transportation costs and utilities, among other expenses. Moreover, natural disasters and extreme weather conditions may impact the productivity of our facilities, the ability of the patients in our clinical trials to maintain compliance with trial protocols or access clinical trial sites, the operation of our supply chain, or consumer buying patterns. The occurrence of any of these events could have a material adverse effect on our business.ESG and sustainability initiatives continue to attract political and social attention have resulted in both existing and pending international agreements and national, regional, and local legislation, regulatory measures, reporting obligations and policy changes. There is increasing societal pressure in some of the countries in which we operate to limit greenhouse gas emissions as well as other global initiatives focused on climate change. These agreements and measures, including the Paris Climate Accord, may require, or could result in future legislation, regulatory measures or policy changes that would require operational changes, taxes, or purchases of emission credits to reduce emission of greenhouse gases from our operations, which may require the that we dedicate additional resources toward compliance with these measures and result in substantial capital expenditures. Furthermore, increasing attention on ESG matters has resulted in governmental investigations, and public and private litigation, which could increase our costs or otherwise adversely affect our business or results of operations. In addition, organizations that provide information to investors on corporate governance and related matters have developed ratings processes for evaluating companies and investment funds based on ESG and sustainability metrics. Such ratings are used by investors to inform their investment and voting decisions. Unfavorable ESG ratings may lead to increased negative investor sentiment toward us, which could have a negative impact on the price of our securities and our access to and costs of capital. In addition, investors, particularly institutional investors, use these scores to benchmark companies against their peers and if a company is perceived as lagging, take actions to hold these companies and their boards of directors accountable. Board diversity is an ESG topic that is, in particular, receiving heightened attention by investors, stockholders, lawmakers and listing exchanges. Certain states have passed laws requiring companies to meet certain gender and ethnic diversity requirements on their boards of directors. We may face reputational damage in the event our corporate responsibility initiatives or objectives, do not meet the standards set by our investors, stockholders, lawmakers, listing exchanges or other constituencies, or if we are unable to achieve an acceptable ESG or sustainability rating from third-party rating services. The effects of climate change or any or all of these ESG and sustainability initiatives may result in significant operational changes and expenditures, reduced demand for our products, cause us reputational harm, and could materially adversely affect our business, financial condition, and results of operations.Risks Related to Employee Matters and Managing Our GrowthOur future success depends on our ability to retain key executives, technical staff, and other employees and to attract, retain and motivate qualified personnel.Our future growth and success will depend in large part on our continued ability to attract, retain, manage, and motivate our employees. The loss of the services of any member of our senior management or the inability to hire or retain experienced management personnel could adversely affect our ability to execute our business plan and harm our operating results. We are highly dependent on hiring, training, retaining, and motivating key personnel to lead our research and development, clinical operations, and manufacturing efforts. Although we have entered into employment agreements with our key personnel, each of them may terminate their employment on short notice. We do not maintain key person insurance for any of our senior management or employees. â€‹74Table of ContentsThe loss of the services of our key employees could impede the achievement of our research and development objectives and seriously harm our ability to successfully implement our business strategy. Furthermore, replacing senior management and key employees may be difficult and may take an extended period because of the limited number of individuals in our industry with the breadth and depth of skills and experience required to successfully develop gene therapy products. The competition for qualified personnel in the pharmaceutical field is intense, and there is a limited pool of qualified potential employees to recruit. Due to this intense competition, we may be unable to continue to attract and retain the qualified personnel necessary for the development of our business or to recruit suitable replacement personnel. If we are unable to continue to attract and retain high quality personnel, our ability to pursue our business may be harmed and our growth strategy may be limited.Additionally, we are reliant on our employees, contractors, consultants, vendors, and other parties with whom we have relationships to behave ethically and within the requirements of the law. The failure of any employee or other such third parties to act within the bounds of the applicable laws, regulations, agreements, codes and other requirements, or any misconduct or illegal actions or omissions by such persons, could materially damage our business.Actions that we have taken or may take in the future to restructure our business in alignment with our strategic priorities may not be as effective as anticipated, may not result in cost savings to us and could disrupt our business.In October 2023, we commenced a restructuring of our business to reprioritize our portfolio of development candidates, conserve financial resources and better align our workforce with current business needs. In June 2024, we announced the sale of the Lexington Facility and related manufacturing assets in conjunction with our broader efforts to reduce operating expenses and cash burn. In addition, in August 2024, we announced the outcome of our strategic review intended to conserve capital, streamline operations and ensure sufficient cash resources to advance multiple clinical-stage programs through potentially meaningful milestones. This restructuring, inclusive of the sale of our Lexington facility and associated employee transitions to Genezen, involves the elimination of approximately 65% of our global workforce, or approximately 300 roles across the Company, and is subject to the review by our Amsterdam-based works council, which is expected to be completed in the third quarter of 2024. We anticipate that the restructuring will be substantially complete in the fourth quarter of 2024. We may encounter challenges in the execution of these and future restructuring efforts, and these challenges could impact our financial results.Although we believe that these actions will reduce operating costs, we cannot guarantee that these restructuring efforts will achieve or sustain the targeted benefits, or that the benefits, even if achieved, will be adequate to meet our long-term expectations and the needs of our business. As a result of these restructuring efforts, we will likely incur additional costs in the near term, including cash expenditures for employee transitions, notice periods and severance payments, costs associated with employee benefit programs and related restructuring facilitation and transaction costs. Additional risks associated with the continuing impact of these restructuring efforts include employee attrition beyond our intended reduction in force and adverse effects on employee morale (which may also be further exacerbated by actual or perceived declining value of equity awards), diversion of management attention, adverse effects to our reputation as an employer (which could make it more difficult for us to hire and retain new employees in the future), potential understaffing and potential failure or delays to meet development targets due to the loss of qualified employees or other operational challenges. If we do not realize the expected benefits of our restructuring efforts on a timely basis or at all, our business, results of operations and financial condition could be adversely affected.Risks Related to Our Ordinary SharesThe price of our ordinary shares has been and may in the future be volatile and fluctuate substantially. Our share price has been and may in the future be volatile. From the start of trading of our ordinary shares on the Nasdaq Global Select Market on February 4, 2014 through July 29, 2024 the sale price of our ordinary shares ranged from a high of $82.49 to a low of $3.73. The closing price on July 29, 2024, was $7.80 per ordinary share. In recent years, the stock market in general and the market for shares of smaller biopharmaceutical companies in particular have experienced significant price and volume fluctuations that have often been unrelated or disproportionate to changes in the operating performance of the companies whose stock is experiencing those price and volume fluctuations. The market price for our ordinary shares may be influenced by many factors, including:75Table of Contentsâ—the success of competitive products or technologies;â—results of clinical trials of our product candidates or those of our competitors;â—public perception and market reaction to our interim data from clinical trials; â—public perception of gene therapy;â—interactions with the FDA on the design of our clinical trials and regulatory endpoints;â—regulatory delays and greater government regulation of potential products due to adverse events;â—regulatory or legal developments in the EU, the U.S., and other countries;â—developments or disputes concerning patent applications, issued patents or other proprietary rights;â—the recruitment or departure of key personnel;â—changes to our business, including pipeline reprioritizations and restructurings;â—the level of expenses related to any of our product candidates or clinical development programs;â—the results of our efforts to discover, develop, acquire or in-license additional product candidates or products;â—actual or anticipated changes in estimates as to financial results, development timelines or recommendations by securities analysts;â—variations in our financial results or those of companies that are perceived to be similar to us;â—changes in the structure of healthcare payment systems;â—market conditions in the pharmaceutical and biotechnology sectors;â—mergers, acquisitions, licensing, and collaboration activity among our peer companies in the pharmaceutical and biotechnology sectors; â—general economic, industry

and market conditions; andâ—the other factors described in this â€œRisk Factorsâ€ section. Following periods of such volatility in the market price of a companyâ€™s securities, securities class action litigation has often been brought against that company. Because of the potential volatility of our stock price, we may become the target of securities litigation in the future. In addition, notwithstanding protective provisions in our articles of association and available to us under Dutch corporate law, market volatility may lead to increased shareholder activism if we experience a market valuation that activist investors believe is not reflective of the intrinsic value of our ordinary shares. Activist campaigns that contest or conflict with our strategic direction or seek changes in the composition of our board of directors could have an adverse effect on our operating results and financial condition. Securities litigation or shareholder activism could result in substantial costs and divert managementâ€™s attention and resources from our business.Our directors, executive officers, and major shareholders, if they choose to act together, will continue to have a significant degree of control with respect to matters submitted to shareholders for approval. Our directors, executive officers and major shareholders holding more than 5% of our outstanding ordinary shares, in the aggregate, beneficially own approximately 26.9% of our issued shares (including such shares to be issued in relation to exercisable options to purchase ordinary shares) as of June 30, 2024. As a result, if these shareholders were to choose to act together, they may be able, as a practical matter, to control many matters submitted to our shareholders for approval, as well as our management and affairs. For example, these persons, if they choose to act together, could control the election of the board of directors and the approval of any merger, consolidation, or sale of all or substantially all our assets. These shareholders may have interests that differ from those of other of our shareholders and conflicts of interest may arise. Provisions of our articles of association or Dutch corporate law might deter acquisition bids for us that might be considered favorable and prevent or frustrate any attempt to replace our board.Under Dutch law, various protective measures are possible and permissible within the boundaries set by Dutch statutory and case law. Certain provisions of our articles of association may make it more difficult for a third party to acquire control of us or effect a change in our board. These provisions include:â—the staggered three-year terms of our non-executive directors as a result of which only approximately one-third of our non-executive directors may be subject to election or re-election in any one year;â—a provision that our directors may only be dismissed or suspected at a general meeting of shareholders by a two-thirds majority of votes cast representing more than half of our outstanding ordinary shares; 76Table of Contentsâ—a provision that our executive directors may only be appointed upon binding nomination of the non-executive directors, which can only be overruled by the general meeting of shareholders with a two-thirds majority of votes cast representing at least 50% of our outstanding ordinary shares; andâ—a requirement that certain matters, including an amendment of our articles of association, may only be brought to our shareholders for a vote upon a proposal by our board.Moreover, according to Dutch corporate law, our board can invoke a cooling-off period of up to 250 days in the event of an unsolicited takeover bid or certain shareholder activism. During a cooling-off period, our general meeting of shareholders would not be able to dismiss, suspend or appoint directors (or amend the provisions in our articles of association dealing with those matters) except at the proposal of our board.We do not expect to pay dividends in the foreseeable future. We have not paid any dividends since our incorporation. Even if future operations lead to significant levels of distributable profits, we currently intend those earnings, if any, will be reinvested in our business and that dividends will not be paid until we have an established revenue stream to support continuing dividends. Accordingly, shareholders cannot rely on dividend income from our ordinary shares and any returns on an investment in our ordinary shares will likely depend entirely upon any future appreciation in the price of our ordinary shares. If we fail to maintain an effective system of internal controls, we may be unable to accurately report our results of operations or prevent fraud or fail to meet our reporting obligations, and investor confidence and the market price of our ordinary shares may be materially and adversely affected. If we fail to maintain the adequacy of our internal control over financial reporting, we may not be able to conclude on an ongoing basis that we have effective internal control over financial reporting. If we fail to maintain effective internal control over financial reporting, we could experience material misstatements in our financial statements and fail to meet our reporting obligations, which would likely cause investors to lose confidence in our reported financial information. This could in turn limit our access to capital markets, harm our results of operations, and lead to a decline in the trading price of our ordinary shares. Additionally, ineffective internal control over financial reporting could expose us to increased risk of fraud or misuse of corporate assets and subject us to potential delisting from The Nasdaq Global Select Market, regulatory investigations and civil or criminal sanctions. Our reporting and compliance obligations may place a significant strain on our management, operational and financial resources, and systems for the foreseeable future. We have in the past qualified and in the future may qualify as a passive foreign investment company, which may result in adverse U.S. federal income tax consequences to U.S. holders. A corporation organized outside the U.S. generally will be classified as a passive foreign investment company (â€œPFICâ€) for U.S. federal income tax purposes in any taxable year in which at least 75% of its gross income is passive income or on average at least 50% of the gross value of its assets is attributable to assets that produce passive income or are held to produce passive income. Passive income for this purpose generally includes dividends, interest, royalties, rents and gains from commodities and securities transactions. Based on our average value of our gross assets, our cash and cash equivalents as well as the price of our ordinary shares, we expect to be classified as a PFIC for U.S. federal income tax for 2023. Our status in any taxable year will depend on our assets and activities in each year, and because this is a factual determination made annually after the end of each taxable year, there can be no assurance that we will continue to qualify as a PFIC in future taxable years. The market value of our assets may be determined in large part by reference to the market price of our ordinary shares, which is likely to fluctuate, and may fluctuate considerably given that market prices of biotechnology companies have been especially volatile. If we were considered a PFIC for the current taxable year or any future taxable year, a U.S. holder would be required to file annual information returns for such year, whether the U.S. holder disposed of any ordinary shares or received any distributions in respect of ordinary shares during such year. In certain circumstances a U.S. holder may be able to make certain tax elections that would lessen the adverse impact of PFIC status; however, to make such elections the U.S. holder will usually have to have been provided information about the company by us, and we do not intend to provide such information.The U.S. federal income tax rules relating to PFICs are complex. U.S. holders are urged to consult their tax advisors with respect to the purchase, ownership and disposition of our shares, the possible implications to them of us being treated as a PFIC (including the availability of applicable election, whether making any such election would be 77Table of Contentsadvisable in their particular circumstances) as well as the federal, state, local and foreign tax considerations applicable to such holders in connection with the purchase, ownership, and disposition of our shares.Any U.S. or other foreign judgments may be difficult to enforce against us in the Netherlands. Although we report as a U.S. domestic filer for SEC reporting purposes, we are organized and existing under the laws of the Netherlands. Some of the members of our board and senior management reside outside the U.S. In addition, a significant portion of our assets are located outside the U.S. As a result, it may not be possible for shareholders to effect service of process within the U.S. upon such persons or to enforce judgments against them or us in U.S. courts, including judgments predicated upon the civil liability provisions of the federal securities laws of the U.S. In addition, it is not clear whether a Dutch court would impose civil liability on us or any of members of our Board of Directors in an original action based solely upon the federal securities laws of the U.S. brought in a court of competent jurisdiction in the Netherlands. The U.S. and the Netherlands currently do not have a treaty providing for the reciprocal recognition and enforcement of judgments, other than arbitration awards, in civil and commercial matters. Consequently, a final judgment for payment given by a court in the U.S., whether or not predicated solely upon U.S. securities laws, would not automatically be recognized or enforceable in the Netherlands. To obtain a judgment which is enforceable in the Netherlands, the party in whose favor a final and conclusive judgment of the U.S. court has been rendered will be required to file its claim with a court of competent jurisdiction in the Netherlands. Such party may submit to the Dutch court the final judgment rendered by the U.S. court. If and to the extent that the Dutch court finds that the jurisdiction of the U.S. court has been based on grounds which are internationally acceptable and that proper legal procedures have been observed, the Dutch court will, in principle, give binding effect to the judgment of the U.S. court, unless such judgment contravenes principles of public policy of the Netherlands. Dutch courts may deny the recognition and enforcement of punitive damages or other awards. Moreover, a Dutch court may reduce the amount of damages granted by a U.S. court and recognize damages only to the extent that they are necessary to compensate actual losses or damages. Enforcement and recognition of judgments of U.S. courts in the Netherlands are solely governed by the provisions of the Dutch Civil Procedure Code. Therefore U.S. shareholders may not be able to enforce against us or our board members or senior management who are residents of the Netherlands or countries other than the U.S. any judgments obtained in U.S. courts in civil and commercial matters, including judgments under the U.S. federal securities laws. The rights and responsibilities of our shareholders and directors are governed by Dutch law and differ in some important respects from the rights and responsibilities of shareholders under U.S. law. We are a public company (naamloze vennootschap) organized under the laws of the Netherlands and our corporate affairs are governed by our articles of association and by the laws governing companies incorporated in the Netherlands. The rights of our shareholders and the responsibilities of members of our board under Dutch law are different than under the laws of some U.S. jurisdictions. In the performance of their duties, our board members are required by Dutch law to consider the interests of uniQure, its shareholders, its employees, and other stakeholders and not only those of our shareholders (as would be required under the law of most U.S. jurisdictions). As a result of these considerations, it is possible that some of these parties will have interests that are different from, or in addition to, your interests as a shareholder, and our directors may take actions that would be different than those that would be taken by a company organized under the law of some U.S. jurisdictions.In addition, in accordance with our articles of association, approval of our shareholders is required before our board of directors can authorize the issuance of our ordinary shares in an equity financing. Our shareholdersâ€™ reluctance to approve such further issuances of ordinary shares could adversely affect our ability to raise capital and fund development programs and continued operations. There can be no assurance that Dutch law will not change in the future or that it will serve to protect investors in a similar fashion afforded under corporate law principles in the U.S., which could adversely affect the rights of investors. â€‹78Table of ContentsWe may be adversely affected by unstable market and economic conditions, such as inflation, which may negatively impact our business, financial condition and stock price. Market conditions such as inflation, volatile energy costs, geopolitical issues, war, unstable global credit markets and financial conditions could lead to periods of significant economic instability, diminished liquidity and credit availability, diminished expectations for the global economy and expectations of slower global economic growth going forward. Our business and operations may be adversely affected by such instability, including any such inflationary fluctuations, economic downturns, volatile business environments and continued unstable or unpredictable economic and market conditions. Inflation in particular has the potential to adversely affect our liquidity, business, financial condition, and results of operations by increasing our overall cost structure. The existence of inflation in the economy has resulted in, and may continue to result in, higher interest rates and capital costs, shipping costs, supply shortages, increased costs of labor, weakening exchange rates and other similar effects. As a result of inflation, we have experienced, and may continue to experience, cost increases across our business. Although we may take measures to mitigate the impact of this inflation, if these measures are not effective our business, financial condition, results of operations and liquidity could be materially adversely affected. Even if such measures are effective, there could be a difference between the timing of when these beneficial actions impact our results of operations and when cost inflation is incurred.Any such volatility and disruptions may have adverse consequences on us or the third parties on whom we rely. If economic and market conditions deteriorate or do not improve, it may make any future financing efforts more difficult to complete, more costly and more dilutive to our shareholders. Additionally, due to our volatile industry and industry-wide declining stock values, investors may seek to pursue non-biotech investments with steadier returns. Failure to secure any necessary financing in a timely manner or on favorable terms could have a material adverse effect on our operations, financial condition or stock price or could require us to delay or abandon development or commercialization plans. If securities or industry analysts cease to publish or publish inaccurate or unfavorable research about our business, our share price and trading volume could decline.The trading market for our common shares depends in part on the research and reports that securities or industry analysts publish about us or our business. If one or more of the analysts who cover us downgrades our common shares or publishes inaccurate or unfavorable research about our business, our share price may decline. If one or more of these analysts ceases coverage of our company or fails to publish reports on us regularly, demand for our shares could decrease, which might cause our share price and trading volume to decline.If we do not achieve our projected development and financial goals in the timeframes we announce and expect, the commercialization of our product candidates may be delayed and, as a result, our stock price may decline. We estimate the timing of the accomplishment of various scientific, clinical, regulatory, and other product development goals, along with financial and other business-related milestones. From time to time, we publicly announce the expected timing of some of these milestones along with guidance as to our cash runway. These milestones may include the commencement or completion of scientific studies, clinical trials, the submission of regulatory filings and interactions with regulatory authorities, and approval timelines for commercial sales. All these milestones are based on a variety of assumptions that may prove to be untrue. The timing of our actual achievement of these milestones can vary dramatically compared to our estimates, in many cases for reasons beyond our control. If we do not meet these milestones, including those that are publicly announced, the development and commercialization of our products may be delayed, our business could suffer reputational harm and, as a result, our stock price may decline.â€‹79Table of ContentsItem 2.Unregistered Sales of Equity Securities, Use of Proceeds, and Issuer Purchases of Equity Securitiesâ€‹None.â€‹Item 3.Defaults Upon Senior Securitiesâ€‹None.â€‹Item 4.Mine Safety Disclosuresâ€‹Not applicable.â€‹Item 5.Other Informationâ€‹During the six months ended June 30, 2024, no director or officer of the Company adopted or terminated a â€œRule 10b5-1 trading arrangementâ€ or â€œnon-Rule 10b5-1 trading arrangement,â€ as each term is defined in Item 408(a) of Regulation S-K.â€‹On July 23, 2024, we announced the closing of the sale of our Lexington Facility to Genezen, and on August 1, 2024, we announced an organizational restructuring. The restructuring and the Lexington Facility sale together were the outcome of a recently completed, comprehensive review of our operations with the goals of conserving capital and streamlining our organization. As part of these changes (including the Lexington Facility sale and related employee transfers to Genezen), we expect to eliminate approximately 300 positions or 65% of our workforce.â€‹We estimate that we will incur costs in the range of $6.5 million to $7.5 million in connection with the restructuring, consisting primarily of cash expenditures related to employee severance costs. These costs are subject to assumptions, including local law requirements, and actual expenses may differ materially from the estimates disclosed above. The restructuring is subject to the review by our Amsterdam-based works council, which is expected to be completed in the third quarter of 2024. The Company expects the restructuring to be substantially completed by the end of 2024.â€‹Item 6.Exhibitsâ€‹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.â€‹â€‹80Table of ContentsEXHIBIT INDEXâ€‹â€‹â€‹â€‹â€‹10.1*â€ Asset Purchase Agreement, by and among uniQure Inc., uniQure biopharma B.V., Genezen Holdings Inc. and Genezen MA, Inc., dated as of June 29, 2024.â€‹â€‹10.2*â€ Consent and Amendment No. 2 to Loan and Security Agreement, dated June 28, 2024, by and among uniQure biopharma, B.V., uniQure, Inc., uniQure IP B.V., the Company and Hercules Capital, Inc.â€‹â€‹10.3*Landlord Consent to Assignment and Assumption of Lease and Third Amendment to Lease, dated June 28, 2024, by and among Hartwell Innovation Campus, LLC, uniQure, Inc. and Genezen MA, Inc.â€‹â€‹10.4*Assignment and Assumption of Lease, dated July 22, 2024, by and between uniQure, Inc. and Genezen MA, Inc.â€‹â€‹10.5*tTermination Agreement, dated July 22, 2024, by and between uniQure biopharma B.V. and Pierre Caloz. â€‹â€‹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.â€‹â€‹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.â€‹â€‹32.1Â±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.â€‹â€‹101The following financial information from our Quarterly Report on Form 10-Q for the period ended June 30, 2024, filed with the Securities and Exchange Commission on August 1, 2024, is formatted in Inline Extensible Business Reporting Language (â€œiXBRLâ€): (i) Consolidated Balance Sheets; (ii) Consolidated Statements of Operations and Comprehensive Loss; (iii) Consolidated Statements of Shareholdersâ€™ Equity; (iv) Consolidated Statements of Cash Flows; and (v) Notes to Consolidated Financial Statements (tagged as blocks of text)â€‹â€‹104*The cover page from our Quarterly Report on Form 10-Q for the period ended June 30, 2024, filed with the Securities and Exchange Commission on August 1, 2024, is formatted in Inline Extensible Business Reporting Language (â€œiXBRLâ€)â€‹*Â Â Â Â Â Â Â Â Â Â Â Â Filed herewith.Â±Â Â Â Â Â Â Â Â Â Â Â Â Furnished herewith.† Indicates a management contract or compensatory plan or arrangement.â€ Portions of this exhibit (indicated by asterisks) have been omitted pursuant to Regulation S-K, Item 601(b)(10)(iv). Such omitted information is both (i) not material and (ii) the type that the Registrant treats as private or confidential.â€‹â€‹81Table of ContentsSIGNATUREPursuant 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.â€‹â€‹UNIQURE N.V.â€‹â€‹â€‹â€‹â€‹By: /s/ Matthew KapustaMatthew KapustaChief Executive Officer (Principal Executive Officer)â€‹â€‹â€‹â€‹â€‹By: /s/ Christian KlemtChristian Klemt Chief Financial Officer (Principal Financial Officer)â€‹Date: August 1, 2024â€‹â€‹82Exhibit 10.1Execution Versionâ€‹â€‹[**] CERTAIN INFORMATION HAS BEEN

EXCLUDED PURSUANT TOREGULATION S-K, ITEM 601(B)(10)(IV) FROM THIS DOCUMENT BECAUSE IT ISBOTH NOT MATERIAL AND IS THE TYPE THAT THE REGISTRANT TREATS ASPRIVATE OR CONFIDENTIALâ€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹ASSET PURCHASE AGREEMENTâ€‹by and amongâ€‹UNIQURE INC.,â€‹UNIQURE BIOPHARMA B.V.,â€‹GENEZEN MA, INC.â€‹andâ€‹GENEZEN HOLDINGS INC.â€‹Dated as of June 29, 2024â€‹TABLE OF CONTENTSâ€‹â€‹â€‹â€‹Pageâ€‹â€‹ARTICLE I Purchase and Sale of the Acquired Assets2Section 1.01Purchase and Sale2Section 1.02Acquired Assets; Excluded Assets2Section 1.03Assumed Liabilities; Excluded Liabilities5Section 1.04Risk of Loss8Section 1.05Consents of Third Parties8Section 1.06Remittances10â€‹â€‹ARTICLE II Closing; Purchase Price11Section 2.01Closing11Section 2.02Purchase Price13Section 2.03Certain Prorations13Section 2.04Inventory15Section 2.05Reagents16â€‹â€‹ARTICLE III Conditions to Closing16Section 3.01Conditions to Obligations of Seller, Seller Parent, Purchaser and Genezen16Section 3.02Conditions to Obligation of Seller and Seller Parent16Section 3.03Conditions to Obligation of Purchaser and Genezen17â€‹â€‹ARTICLE IV Representations and Warranties of Seller19Section 4.01Organization, Standing and Authority; Execution and Delivery; Enforceability19Section 4.02No Conflicts; Consents20Section 4.03Good and Valid Title to Acquired Assets20Section 4.04Lexington Lease21Section 4.05Transferred Contracts22Section 4.06Insurance Policies24Section 4.07Tangible Property24Section 4.08Inventory24Section 4.09Employee Matters24Section 4.10Tax Representations26Section 4.11Litigation27Section 4.12Compliance with Laws27Section 4.13Foreign Corrupt Practices Act28Section 4.14Environmental Matters28Section 4.15No Brokers28Section 4.16Intellectual Property28Section 4.17Data Privacy and Security29Section 4.18Regulatory Compliance30Section 4.19Absence of Changes31Section 4.20Financial Information32â€‹â€‹â€‹TABLE OF CONTENTS(contâ€™d)â€‹â€‹â€‹â€‹â€‹Pageâ€‹â€‹Section 4.21CSL Contracts32Section 4.22Disclaimer32â€‹â€‹ARTICLE V Covenants of Seller33Section 5.01Conduct33Section 5.02Access34Section 5.03Lexington Confidential Information35Section 5.04Exclusive Dealings36Section 5.05Shared Contracts36Section 5.06License and Covenant not to Sue37â€‹â€‹ARTICLE VI Representations and Warranties of Purchaser and Genezen37Section 6.01Organization, Standing and Authority; Execution and Delivery; Enforceability37Section 6.02Valid Issuance of Shares; Parent Capitalization38Section 6.03No Conflicts; Consents40Section 6.04Actions, Proceedings and Litigation40Section 6.05Intellectual Property41Section 6.06Compliance with Other Instruments42Section 6.07Certain Transactions42Section 6.08Property42Section 6.09Financial Information42Section 6.10Changes43Section 6.11Financing Commitment43Section 6.12Employee Matters43Section 6.13Tax Returns and Payments45Section 6.14Permits45Section 6.15Real Property Holding Corporation45Section 6.16Regulated Industries45Section 6.17FDA Approvals45Section 6.18FDA Regulation46Section 6.19Money Laundering46Section 6.20OFAC46Section 6.21Foreign Corrupt Practices Act47Section 6.22Export Control Laws47Section 6.23Investment Company Status47Section 6.24Insurance47Section 6.25Fees47Section 6.26Disclaimer47â€‹â€‹ARTICLE VII Covenants of Purchaser and Genezen48Section 7.01Signage and Documentation48Section 7.02Financing49â€‹iiâ€‹TABLE OF CONTENTS(contâ€™d)â€‹â€‹Pageâ€‹â€‹Section 7.03Data Privacy49Section 7.04Right of First Negotiation49â€‹â€‹ARTICLE VIII Mutual Covenants50Section 8.01Cooperation; Further Assurances50Section 8.02Publicity53Section 8.03Commercially Reasonable Efforts54Section 8.04Tax Matters54Section 8.05Recordation of Transfer of Acquired Assets56Section 8.06Bulk Sales Waiver56Section 8.07Confidentiality56Section 8.09Notification of Certain Events; Disclosure Schedule Updates59â€‹â€‹ARTICLE IX Employee Matters60Section 9.01Employment Transfers60Section 9.02Covenants61Section 9.03Benefit Plans62Section 9.04Non-Solicitation63Section 9.05Cooperation64Section 9.06Effect of Article IX64â€‹â€‹ARTICLE X Indemnification64Section 10.01Indemnification by Seller and Seller Parent64Section 10.02Indemnification by Purchaser and Genezen65Section 10.03Acknowledgment of Other Indemnities66Section 10.04Limitations on Liability; Cooperation66Section 10.05Indemnity Net; Losses Net of Insurance, etc67Section 10.06Termination of Indemnification67Section 10.07Procedures Relating to Indemnification for Third Party Claims68Section 10.08Procedures Related to Indemnification for Other Claims70Section 10.09Procedures Relating to Indemnification of Tax Claims70Section 10.10Tax Treatment of Indemnification Payments71â€‹â€‹ARTICLE XI Termination71Section 11.01Termination71Section 11.02Consequences of Termination72SECTION 11.03Attorneysâ€™ Fees Reimbursement72â€‹â€‹ARTICLE XII Miscellaneous72Section 12.01Assignment72Section 12.02No Third-Party Beneficiaries73Section 12.03Expenses73Section 12.04Guarantees73Section 12.05Amendments75â€‹iiiâ€‹TABLE OF CONTENTS(contâ€™d)â€‹â€‹Pageâ€‹â€‹Section 12.06Notices75Section 12.07Interpretation; Exhibits; Seller and Purchaser Disclosure Schedules; Certain Definitions76Section 12.08Counterparts90Section 12.09Entire Agreement90Section 12.10Severability90Section 12.11Enforcement90Section 12.12Consent to Jurisdiction91Section 12.13Waiver of Jury Trial91Section 12.14Governing Law91Section 12.15Seller Non-Reliance92Section 12.16Purchaser Non-Reliance92â€‹â€‹ivâ€‹â€‹â€‹Exhibitsâ€‹Exhibit AForm of Commercial Supply AgreementExhibit B-1Form of Third Amended and Restated Certificate of IncorporationExhibit B-2Form of Third Amended and Restated Investorsâ€™ Rights AgreementExhibit B-3Form of Third Amended and Restated Right of First Refusal and Co-Sale AgreementExhibit B-4Form of Third Amended and Restated Voting AgreementExhibit C-1Form of Convertible Promissory NoteExhibit C-2Form of Note Purchase AgreementExhibit DForm of Consent Agreement and Lease AmendmentExhibit EForm of Transition Services AgreementExhibit FForm of Development and Other Manufacturing Services AgreementExhibit GForm of Lexington Lease AssignmentExhibit HEquity Commitment Letterâ€‹SchedulesSchedule 1.02(a)(ii) â€” Transferred ContractsSchedule 1.02(a)(iii) â€” Transferred PermitsSchedule 1.02(a)(v) â€” Transferred SoftwareSchedule 1.02(a)(vii) â€” Transferred IPSchedule 1.02(a)(viii) â€” Lexington LeaseSchedule 1.02(c)(iv) â€” Excluded Personal PropertySchedule 1.02(c)(v) â€” Excluded InventorySchedule 1.02(c)(vii) â€” Excluded PermitsSchedule 1.02(c)(viii) â€” Excluded Other RightsSchedule 1.02(c)(ix) â€” Other Excluded PropertiesSchedule 1.02(c)(xiv) â€” Excluded ContractsSchedule 1.05(c) â€” Specified ConsentSchedule 2.01(b)(x) â€” Third Party ConsentsSchedule 5.01 â€” Exceptions to Ordinary Course of BusinessSchedule 8.04 â€” Allocation MethodologySchedule 9.04 â€” Non-SolicitationSchedule 12.07(b)(i) â€” Productsâ€‹AppendicesAppendix A â€” Reagentsâ€‹Seller Disclosure SchedulePurchaser Disclosure Scheduleâ€‹â€‹â€‹vâ€‹ASSET PURCHASE AGREEMENT (this â€œAgreementâ€), dated as of June 29, 2024 (the â€œExecution Dateâ€) by and among uniQure Inc., a Delaware corporation (â€œSellerâ€), uniQure biopharma B.V., a Netherlands private limited company (â€œSeller Parentâ€), Genezen Holdings Inc., a Delaware corporation (â€œGenezenâ€), and Genezen MA, Inc., a Delaware corporation and a wholly-owned indirect subsidiary of Genezen (â€œPurchaserâ€). Â Seller, Seller Parent, Genezen and Purchaser are sometimes referred to individually as a â€œPartyâ€ and collectively as the â€œParties.â€WHEREAS, Seller conducts the Operations at a manufacturing facility located at 113 Hartwell Avenue, Lexington, Massachusetts (the â€œFacilityâ€); andWHEREAS, Seller desires to sell and transfer to Purchaser, and Purchaser desires to purchase and accept from Seller, the Acquired Assets as fully described in this Agreement.Accordingly, the Parties hereby agree as follows:ARTICLE Iâ€‹Purchase and Sale of the Acquired AssetsSECTION 1.01Â Purchase and Sale. Â Upon the terms and subject to the conditions set forth in this Agreement, at the Closing, Seller shall sell, assign, transfer, convey and deliver to Purchaser, and Purchaser shall purchase, acquire and accept from Seller all the right, title and interest of Seller in, to and under the Acquired Assets for (a) an aggregate purchase price of (i) [***] newly-issued shares of Series C Preferred Stock of Genezen, $0.001 par value per share (the â€œGenezen Series C Preferred Stockâ€), issuable and payable at Closing (the â€œClosing Stock Paymentâ€) and (ii) TWELVE MILLION AND FIVE HUNDRED THOUSAND DOLLARS ($12,500,000.00) in the form of a convertible note with a 63-month maturity and accruing 8.00% interest per annum of Genezen (the â€œConvertible Noteâ€, substantially in the form of Exhibit C-1, and, together with the Genezen Series C Preferred Stock, the â€œPurchase Priceâ€), and (b) the assumption by Purchaser of the Assumed Liabilities. Â The purchase and sale of the Acquired Assets and the assumption of the Assumed Liabilities are referred to in this Agreement collectively as the â€œAcquisitionâ€. Â If, after the date hereof, there shall be any changes to Genezenâ€™s capital stock by way of stock split, stock dividend, combination or reclassification, or through merger, consolidation, reorganization, recapitalization or business combination, or by any other means, with a record or effective date prior to the Closing Date, equitable adjustment shall be made to the provisions of this Agreement as may be required so that the rights, privileges, duties and obligations of the Closing Stock Payment and Convertible Note shall continue with respect to Seller as so changed.SECTION 1.02Â Acquired Assets; Excluded Assets.(a)The term â€œAcquired Assetsâ€ means all of the assets, tangible and intangible, personal and mixed of Seller that comprise and are located at the Facility and any other assets that are used or held for use by Seller exclusively for or exclusively related to, and necessary or useful in, the Operations, as the same may exist as of the Closing (other than the Excluded Assets) whether specifically referred to in this Agreement or in any instrument or conveyance delivered pursuant to this Agreement, including the following:â€‹â€‹2â€‹(i)(A) all manufacturing tools, hardware, equipment, and fixtures located at the Facility or in transit from a supplier to the Facility, and (B) [***] (collectively, the â€œTransferred Personal Propertyâ€ and such Inventory, the â€œAcquired Inventoryâ€);(ii)all Contracts set forth in Schedule 1.02(a)(ii) and any other Contract entered into by Seller during the Executory Period in accordance with Section 5.01Â that are used or held for use by Seller exclusively for or exclusively related, and necessary or useful, to the other Acquired Assets or the Operations (collectively, the â€œTransferred Contractsâ€); provided that such transfer shall be subject to Section 1.05Â and that the Transferred Contracts shall not include any Excluded Contracts;(iii)all Permits, including any FDA establishment registrations, issued or granted to Seller that are used or held for use by Seller exclusively for or exclusively related, and necessary or useful, to the other Acquired Assets or the Operations (and any applications or renewal submissions related thereto) to the extent such Permits may be transferred by Seller to Purchaser under applicable Law, all of which are set forth on Schedule 1.02(a)(iii) (collectively, the â€œTransferred Permitsâ€); provided, however, that the Transferred Permits shall not include any Excluded Permits;(iv)all rights to causes of action, lawsuits, judgments, claims, counterclaims, rights of recovery, demands and credits, including all guarantees, warranties, indemnities and similar rights (â€œOther Rightsâ€), in each case in favor of Seller (at any time or in any manner arising or existing, whether choate or inchoate, known or unknown, contingent or non-contingent), to the extent relating exclusively to the Facility, the other Acquired Assets, the Assumed Liabilities or the Operations, other than such matters relating to any Excluded Liabilities (the â€œTransferred Other Rightsâ€); provided, however, that the Transferred Other Rights shall not include any Excluded Other Rights;(v)the software or other information technology used or held for use by Seller exclusively for or exclusively related, and necessary or useful, to the other Acquired Assets or the Operations that is owned or licensed by Seller and set forth on Schedule 1.02(a)(v) (collectively, the â€œTransferred Softwareâ€);(vi)(1) all books and records and manuals relating to the Transferred Personal Property, (2) applications and supporting information as submitted to the relevant Governmental Entity for the granting and maintenance of the Transferred Permits or to apply for new Permits that would constitute Transferred Permits if in existence at Closing and (3) all other confidential information, documents, books, papers, records and data, including Transferred Employee Records (in all cases, in any form or medium) (collectively, â€œRecordsâ€) of Seller that are used or held for use by Seller exclusively for or exclusively related, and necessary or useful, to the Acquired Assets, the Assumed Liabilities, the Facility or the Operations [***] (theâ€‹3â€‹ â€œTransferred Recordsâ€); provided, however, that Transferred Records shall not include any Excluded Records; and(vii)all Seller Intellectual Property, including Know-How, operating procedures, QMS system documentation and processes, protocols, and other documentation and processes, exclusively related, and necessary or useful to the Acquired Assets or the Operations [***] (collectively, including as set forth on Schedule 1.02(a)(vii), the â€œTransferred IPâ€);(viii)the real property lease for the Facility as set forth on Schedule 1.02(a)(viii) (the â€œLexington Leaseâ€); and(ix)all goodwill of Seller to the extent existing and arising solely and exclusively out of the Acquired Assets or Operations.(b)Notwithstanding anything to the contrary set forth herein, the Acquired Assets shall not include any Excluded Assets.(c)The term â€œExcluded Assetsâ€ means the following (and includes all assets set forth in Schedule 1.02(c)):(i)all cash and cash equivalents of Seller;(ii)all Accounts Receivable;(iii)all prepaid expenses of Seller other than any Reimbursed Seller Expenses;(iv)the personal property and interests therein identified in Schedule 1.02(c)(iv), including for the avoidance of doubt, landlord deposits;(v)(A) all Seller Intellectual Property (including the Seller Marks) and all computer software of Seller, Seller Parent or their Affiliates with all related documentation, other than (x) the Transferred Software and (y) the Transferred IP and (B) all Know-How of Seller, Seller Parent or their Affiliates other than the Transferred IP (collectively, the â€œExcluded Intellectual Propertyâ€);(vi)the personal property and interests set forth on Schedule 1.02(c)(vi) (the â€œExcluded Inventoryâ€);(vii)all Permits identified in Schedule 1.02(c)(vii) (the â€œExcluded Permitsâ€);(viii)all Other Rights of Seller, Seller Parent or their Affiliates to the extent relating to any Excluded Asset or any Excluded Liability or set forth on Schedule 1.02(c)(viii) (the â€œExcluded Other Rightsâ€);â€‹4â€‹(ix)all properties, assets, goodwill and rights of Seller, Seller Parent or their Affiliates listed on Schedule 1.02(c)(ix);(x)all of the following: (A) any and all Tax records that relate to Taxes that constitute Excluded Tax Liabilities; (B) all personnel records of Seller, Seller Parent or their Affiliates that are not Transferred Employee Records; and (C) any and all Records of Seller, Seller Parent or their Affiliates other than those included in the Transferred Records (collectively, the â€œExcluded Recordsâ€);(xi) any refund or credit of Taxes [***] of Seller, Seller Parent or their Affiliates (other than, for the avoidance of doubt, any refund or credit of Taxes attributable to the Acquired Assets for any taxable period (or portion thereof) beginning after the Closing Date);(xii)all insurance policies and insurance contracts insuring the Acquired Assets, together with any claim, action or other right Seller, Seller Parent or any Affiliate of Seller might have for insurance coverage under any past and present policies and insurance contracts insuring the Acquired Assets in each case including, subject to Section 1.04Â , any proceeds received from any such policy or contract prior to, on or after the Closing Date;(xiii)all rights of Seller, Seller Parent and their Affiliates under this Agreement and the other agreements and instruments executed and delivered in connection with this Agreement (including the Other Transaction Documents);(xiv)all Contracts set forth in Schedule 1.02(c)(xiv) (the â€œExcluded Contractsâ€);(xv)[***](xvi)the sponsorship of, and all assets of each Seller Benefit Plan or any other employee benefit plan sponsored, maintained or contributed to by Seller, Seller Parent or any of their Affiliates, or with respect to which Seller, Seller Parent or any of their Affiliates have any Liability;(xvii)except to the extent expressly identified on a subsection of Schedule 1.02(a) as included in the Acquired Assets, all other properties, assets, goodwill and rights of Seller and Sellerâ€™s Affiliates of whatever kind and nature, real, personal or mixed, tangible or intangible that are not located at the Facility or which are not used or held for use by Seller exclusively for or exclusively related to, or necessary or useful in, the Operations; and(xviii)[***].SECTION 1.03Â Assumed Liabilities; Excluded Liabilities.(a)Upon the terms and subject to the conditions of this Agreement, Purchaser shall assume, effective as of the Closing only the following Liabilities in respect of the Acquiredâ€‹5â€‹Assets or the Operations, which shall exclude the Excluded Liabilities (all the foregoing assumed Liabilities, collectively, the â€œAssumed Liabilitiesâ€):(i)all Environmental Liabilities to the extent arising out of or relating to (A) the Acquired Assets or the Operations, in either case to the extent arising from activities after the Closing Date, or (B) the ownership, sale or lease of any of the Acquired Assets to the extent arising after the Closing Date;(ii)Liabilities in respect of the payment of the costs or expenses taken into account in the final calculation of the amount of the Reimbursed Purchaser Expenses and the satisfaction of obligations to be satisfied after the Closing;(iii)all Liabilities under or otherwise arising out of or relating to the Transferred Contracts, to the extent arising from activities conducted or performed under the Transferred Contracts after the Closing Date, in each case other than any: (A) Excluded Contract Liabilities; or (B) termination of a Transferred Contract that constitutes a Non-Assignable Asset pursuant to Section 1.05Â ;(iv)all Liabilities under or otherwise arising out of or relating to the Transferred Permits to the extent arising after the Closing Date;(v)all Liabilities in respect of any lawsuits, claims, actions or proceedings arising out of or relating to (A) the Acquired Assets or the Operations, in each case, to the extent arising after the Closing Date, or (B) the ownership, sale or lease of any of the Acquired Assets to the extent arising after the Closing Date;(vi)all obligations under or otherwise arising out of or relating to the Lexington Lease, subject to the terms and conditions of the Lexington Lease Assignment;(vii)all Liabilities arising after Closing out of or relating in any way to the employment or provision of service, compensation, employee benefits or termination of any (A)Â Transferred Employee or (B) any other service provider who performed services with respect to the Acquired Assets prior to the Closing Date and who is employed or retained by Purchaser or one of its Affiliates on or after the Closing Date (each a â€œTransferred Service Providerâ€), other than, for the avoidance of doubt, any Liabilities described by Section 1.03Â (b)(v) and Section 1.03Â (b)(vi); and(viii)all other Liabilities arising out of or relating to the Operations or the Acquired Assets or the ownership, sale or lease of any of the Acquired Assets or the Operations, in each case, to the extent arising out of events or circumstances occurring after the Closing Date.provided, that nothing contained in this Section 1.03(a) shall be deemed to preclude any Purchaser Indemnitee from making a claim for indemnification and being indemnified for any Losses that such Person would have otherwise been entitled to make or be indemnified for under Section 10.01Â ; provided further, that notwithstanding that the Purchaser Taxes arise post-closing,â€‹6â€‹the Parties hereby agree that Purchaser shall be economically responsible for all such Purchaser Taxes and Purchaser Taxes shall be treated as Assumed Liabilities for purposes of Section 10.02(a)(iii). (b)Notwithstanding anything contained in this Agreement to the contrary, Purchaser shall not assume any Excluded Liability, each of which shall be retained exclusively by Seller, Seller Parent and their Affiliates to, pay, perform and discharge. Â The term â€œExcluded Liabilityâ€ means all Liabilities of Seller, Seller Parent or any of their Affiliates other than the Assumed Liabilities, which Excluded Liabilities shall include the following:(i)all Liabilities under or otherwise arising out of or relating to the performance of the Transferred Contracts prior to the Closing Date, including (A) any amounts payable with respect to any Transferred Contract to the extent arising prior to the Closing, (B) any breach of or default under (whether after the giving of notice or the lapse of time or both) any Transferred Contract by Seller or any of its Affiliates at or prior to the Closing, and (C) any violation of Law, tort, infringement, misappropriation, action, claim, lawsuit, breach of warranty, environmental, health or safety matter or other malfeasance (collectively, â€œExcluded Contract Liabilitiesâ€);(ii)all Liabilities to the extent arising out of, relating

to or in respect of any Excluded Asset;(iii)all Liabilities of Seller, Seller Parent or any Affiliate of Seller or Seller Parent to any of their Affiliates;(iv)(A) any Taxes of Seller, Seller Parent or any of their Affiliates, (B) Taxes in respect of the Acquired Assets for all Pre-Closing Tax Periods (determined with respect to any Straddle Period in accordance with Section 8.04Â (d)), (C) Taxes in respect of the Excluded Assets or Excluded Liabilities for any taxable period and (D) all Transfer Taxes for which Seller is responsible pursuant to Section 8.04Â (d) (such excluded Liabilities, the â€œExcluded Tax Liabilitiesâ€);(v) (1) any Liabilities arising out of or relating to the employment or provision of service, compensation, employee benefits or termination of any current or former employee or candidate for employment of Seller, Seller Parent or their Affiliates or any current or former service provider, or candidate for service provider of Seller, Seller Parent or their Affiliates, who, in each instance, is not a Transferred Employee or a Transferred Service Provider, and (2) any Liabilities arising on or before the Closing out of or relating in any way to the employment or provision of service, compensation, employee benefits or termination of any Transferred Employee or Transferred Service Provider;(vi)other than Transferred Employee COBRA Liabilities, all Liabilities with respect to any Seller Benefit Plan or any other benefit or compensation plan, program, policy, agreement or arrangement at any time established, sponsored, maintained or contributed to by Seller, Seller Parent or any of their Affiliates or anyâ€‹7â€‹Person, trade or business treated at any relevant time as a single employer with Seller or Seller Parent pursuant to Section 414(b), (c), (m) or (o) of the Code (a â€œSeller ERISA Affiliateâ€) or with respect to which Seller, Seller Parent or any Seller ERISA Affiliate have any liability;(vii)all Environmental Liabilities arising out of or relating to (A) the Acquired Assets or the Operations, in each case to the extent arising from activities on or prior to the Closing Date, or (B) the ownership sale or lease of any of the Acquired Assets to the extent arising on or prior to the Closing Date;(viii)any Liabilities relating to or arising out of product liability claims or the actual or alleged infringement, misappropriation, dilution or other violation of any Personâ€™s Intellectual Property arising out of events or circumstances or activities occurring on or prior to the Closing Date, including all losses caused by or arising out of any alleged design, manufacture, assembly, installation, use, service, sale, offer for sale, commercialization, development, importation or other exploitation of any Products, their components or the Operations, in each case on or prior to the Closing Date, whether the commencement of any related litigation, arbitration investigation, proceeding or claim occurs before or after the Closing Date; and(ix)all other Liabilities of Seller and its Affiliates to the extent arising out of or relating to the Operations or the Acquired Assets or the ownership, sale or lease of any of the Acquired Assets, in each case, arising out of events, circumstances or activities on or prior to the Closing Date.SECTION 1.04Â Risk of Loss. Any loss of or damage to the Facility caused by fire, casualty or other similar occurrence, which is not caused by Purchaser or Genezen, occurring after the Execution Date and prior to Closing that results in, or is reasonably likely to result in, a closure of the Facility [***], or a material interruption in the Operations, lasting [***] ([***]) days or longer (a â€œCasualty Lossâ€) shall be the sole responsibility of Seller. Â Without limiting the foregoing, if the Facility shall suffer a Casualty Loss, [***], shall use [***] to repair the Facility, or the relevant portion thereof, to substantially the condition thereof prior to such Casualty Loss prior to the Closing [***]. Â The remedies set forth in this Section 1.04 shall be the Partiesâ€™ sole remedies in the event of a Casualty Loss, unless the Casualty Loss is caused by Purchaser, and no Purchaser Indemnitee may make a claim for indemnification or be indemnified for any Loss under Section 10.01 or Section 10.03.SECTION 1.05Â Consents of Third Parties.(a)Notwithstanding anything in this Agreement to the contrary, this Agreement shall not, nor shall any Other Transaction Document, constitute an agreement to assign, transfer, grant or otherwise provide, directly or indirectly, any asset, claim or right that would otherwise be an Acquired Asset, or any benefit arising under or resulting from such asset, claim or right, if an attempted direct or indirect assignment, transfer, grant or other provision thereof, without the consent of a Third Party, would constitute a breach or other contravention of the rights of such Third Party, would be ineffective with respect to any party to an agreement concerning such asset,â€‹8â€‹claim or right, or would in any way adversely affect the rights of Seller, Seller Parent or any of their Affiliates or, upon assignment, transfer, grant or other provision, Purchaser under such asset, claim or right (collectively, the â€œNon-Assignable Assetsâ€). Â If any direct or indirect transfer, assignment, grant or other provision by Seller or any direct or indirect assumption by Purchaser of, any interest in, or liability, obligation or commitment under, any Non-Assignable Asset requires the consent of a Third Party, then such transfer, assignment, grant or other provision or assumption shall be made subject to such consent being obtained (including, with respect to Seller, in connection with this Agreement or any Other Transaction Document).(b)Except to the extent it would result in the failure of a condition specified in ARTICLE III, if any such consent referred to in Section 1.05(a) is not obtained prior to the Closing, the Closing shall nonetheless take place and, thereafter, Seller and Seller Parent shall use their commercially reasonable efforts to, (i) retain such Non-Assignable Asset for the use and benefit of Purchaser and implement an arrangement such that Purchaser shall obtain (without infringing upon the legal rights of such Third Party or violating any applicable Law) the economic claims, rights and benefits under any such Non-Assignable Asset, (ii) take such other actions as may be reasonably requested by Purchaser in order to place Purchaser in the same position as if such Non-Assignable Asset had been transferred at the Closing as contemplated hereby and so that all the benefits and burdens relating to such Non-Assignable Asset, including possession, use, risk of loss, potential for gain, and dominion, control and command over such Non-Assignable Asset, are to inure from and after the Closing to Purchaser; and (iii) cause the counterparty to each Non-Assignable Asset to consent to the assignment of such Non-Assignable Asset to the extent such consent is required. Â If Purchaser is provided with the benefits of any such Non-Assignable Asset, Purchaser shall assume any corresponding performance obligations and economic burden (including the amount of any related Tax costs imposed on Seller or Seller Parent) with respect to such Non-Assignable Asset pursuant to its applicable terms, except for any Liabilities under such Non-Assignable Asset that constitute an Excluded Liability. Â Without limiting the foregoing, at the reasonable request and expense of Purchaser, Seller shall cooperate with Purchaser to enforce any rights or remedies Seller may have with respect to any Non-Assignable Asset, the transfer of which is delayed or not completed on the Closing Date and shall promptly pay over to Purchaser any amounts received by Seller with respect to such Non-Assignable Assets to the extent Purchaser assumes the corresponding performance obligations and economic burden (including the amount of any related Tax costs imposed on Seller or Seller Parent) with respect to such Non-Assignable Asset pursuant to its applicable terms, except for any Liabilities under such Non-Assignable Asset that constitute an Excluded Liability. Â For no additional consideration and after (i) obtaining the applicable authorization, consent or waiver, any such Non-Assignable Asset, or (ii) Purchaser provides written notice to Seller that, in Purchaserâ€™s reasonable discretion, Purchaser is able to assume the applicable performance obligations with respect to any such Non-Assignable Asset shall be deemed to automatically be conveyed, assigned, transferred and delivered to Purchaser, and Purchaser shall be deemed to automatically acquire, accept and assume such Non-Assignable Asset and such Non-Assignable Asset shall be an â€œAcquired Assetâ€ hereunder. Â Notwithstanding the foregoing, nothing in this Section 1.05Â shall (except, with respect to any Transferred Contracts, as otherwise provided in the Transition Services Agreement) require Seller or Seller Parent to: (i) commence, defend or participate in any litigation; or (ii) except for any Liabilities under such Non-Assignable Asset, in either case, that constitute an Excluded Liability, unless and to the extent Purchaser or its designated Affiliates assumes the corresponding performance obligations and economic burden, expend any money, incur any obligation, or offer or grant any accommodationâ€‹9â€‹(financial or otherwise) to any Third Party (provided that (except, with respect to any Transferred Contracts as otherwise expressly provided in the Transition Services Agreement) in no event shall Seller or Seller Parent be required to incur any obligation, or offer or grant any accommodation (financial or otherwise) to any Third Party to obtain a consent or waiver from any Third Party, other than, individually or in the aggregate, de minimis nonmonetary obligations or accommodations).(c)Notwithstanding anything contained herein to the contrary, each of Purchaser and Genezen agrees that, except as provided in the last sentence of Section 1.05Â (e), none of Seller, Seller Parent or any of their Affiliates shall have any liability or obligation whatsoever to Purchaser or any of its Affiliates arising out of or relating to the failure to obtain any consents or waivers set forth in Schedule 1.05(c) (each, a â€œSpecified Consentâ€) or because of the termination of any Transferred Contract or Transferred Permit as a result of the failure to obtain any such Specified Consent and no condition to the Closing set forth in Article III shall be deemed not satisfied, as a result of (i) the failure to obtain any such Specified Consent, (ii) any such termination as a result of the failure to obtain any such Specified Consent or (iii) any claim, lawsuit, action, proceeding or investigation commenced or threatened by or on behalf of any Person arising out of or relating to the failure to obtain any such Specified Consent or any such termination as a result of the failure to obtain any such Specified Consent.(d)Notwithstanding anything contained herein to the contrary, unless and until any required written consent or approval with respect to any Non-Assignable Asset is obtained, such Non-Assignable Asset shall not constitute an Acquired Asset and any associated Liability pertaining thereto shall not constitute an Assumed Liability for any purpose under this Agreement.(e)Notwithstanding anything contained herein to the contrary, Sellerâ€™s, Seller Parentâ€™s and their Affiliatesâ€™ obligations under this Section 1.05Â shall not extend beyond [***] following the Closing. Â Any Non-Assignable Asset terminated by Seller pursuant to this Section 1.05Â (e) shall be deemed an Excluded Asset and any Liability arising out of such termination shall be an Excluded Liability for which Seller shall be solely liable.SECTION 1.06Â Remittances. (a)Received by Seller, Seller Parent or their Affiliates. Â After the Closing, if Seller, Seller Parent or any of their Affiliates receives (i) any amount that is an Acquired Asset or is otherwise properly due and owing to Purchaser in accordance with the terms of this Agreement or (ii) any amount that is related to claims or other matters for which Purchaser is responsible hereunder, and which amount is not an Excluded Asset, or is otherwise properly due and owing to Purchaser in accordance with the terms of this Agreement, Seller or Seller Parent, as applicable, promptly shall remit, or shall cause to be remitted, such amount to Purchaser at the address set forth in Section 12.06.(b)Received by Purchaser. Â After the Closing, if Purchaser or any of its Affiliates receives (i) any amount that is an Excluded Asset or is otherwise properly due and owing to Seller, Seller Parent or any of their Affiliates in accordance with the terms of this Agreement or (ii) any amount that is related to claims or other matters for which Seller, Seller Parent or any of their Affiliates is responsible hereunder, and which amount is not an Acquired Asset, or isâ€‹10â€‹otherwise properly due and owing to Seller, Seller Parent or any of their Affiliates in accordance with the terms of this Agreement, Purchaser promptly shall remit, or shall cause to be remitted, such amount to Seller and Seller Parent at the address set forth in Section 12.06.ARTICLE IIâ€‹Closing; Purchase PriceSECTION 2.01Â Closing.(a)The closing of the Acquisition (the â€œClosingâ€) shall be held via the exchange of electronic signature pages on the date specified by the Parties, which shall be no later than the third (3rd) Business Day following the satisfaction (or, to the extent permitted by applicable Law, waiver) of the conditions set forth in Article III (other than (i) delivery of items to be delivered at the Closing and (ii) satisfaction or, to the extent permitted by applicable Law, waiver of conditions that by their nature are to be satisfied at Closing, it being understood that the occurrence of the Closing shall remain subject to the delivery of such items and the satisfaction or, to the extent permitted by applicable Law, waiver of such conditions at the Closing), or at such other place, time and date as shall be agreed between Purchaser and Seller. Â The date on which the Closing takes place is referred to in this Agreement as the â€œClosing Dateâ€. Â The Closing shall be deemed to be effective as of 11:59 p.m., New York time on the Closing Date.(b)At the Closing, Seller shall deliver or cause to be delivered to Purchaser:(i)such instruments of sale, assignment, transfer and conveyance as may be reasonably requested by Purchaser to effect or evidence the transfer of the Acquired Assets and the Assumed Liabilities to Purchaser, in each case duly executed by an authorized officer of Seller;(ii)counterparts of the Series C Documents, duly executed by an authorized officer of Seller;(iii)a counterpart of the Transition Services Agreement, duly executed by an authorized officer of Seller;(iv)a counterpart of the Commercial Supply Agreement, duly executed by an authorized officer of Seller and/or the applicable Affiliate(s) of Seller;(v)a counterpart of the Development and Other Manufacturing Services Agreement, duly executed by an authorized officer of Seller and/or the applicable Affiliate(s) of Seller;(vi)a counterpart of the written consent and amendment to the Lexington Lease Assignment from the landlord under the Lexington Lease substantially in the form attached hereto as Exhibit D (the â€œConsent Agreementâ€), duly executed by an authorized officer of Seller and/or the applicable Affiliate(s) of Seller;â€‹11â€‹(vii)a counterpart of the Lexington Lease Assignment, duly executed by an authorized officer of Seller and/or the applicable Affiliate(s) of Seller;(viii)duly executed IRS Form W-9 of Seller;(ix)duly executed Lien Release Letters in accordance with Section 3.03Â (f) or evidence that all Liens granted to the lenders (or agent therefor) in respect of the indebtedness identified on Schedule Section 2.01Â (b)(ix) have been terminated and released, effective as of the Closing;(x)the Third Party consents as set forth in Schedule Section 2.01Â (b)(x);(xi)a counterpart of the Note Purchase Agreement, duly executed by an authorized officer of Seller;(xii)a certificate, duly executed by an authorized officer of Seller, setting forth Sellerâ€™s good faith estimates of (A) the amount of any Reimbursed Seller Expenses; (B) the amount of any Reimbursed Purchaser Expenses; and (C) the Net Reimbursement Amount derived therefrom; and(xiii)the certificate required to be delivered under Section 3.03Â (a).(c)At the Closing, Purchaser and Genezen shall deliver or cause to be delivered to Seller:(i)evidence, in a form reasonably acceptable to Seller, of the issuance of the Closing Stock Payment (including a stock certificate representing the Closing Stock Payment) to Seller in accordance with Section 2.02Â ;(ii)evidence, in a form reasonably acceptable to Seller, of the issuance of the Convertible Note to Seller in accordance with Section 2.02Â ;(iii)such instruments of sale, assignment, transfer and conveyance as Seller may reasonably request to effect or evidence the purchase of the Acquired Assets and the assumption of the Assumed Liabilities by Purchaser, in each case duly executed by an authorized officer of Purchaser;(iv)counterparts of the Series C Documents, duly executed by an authorized officer of Genezen and/or the applicable Affiliate(s) of Genezen;(v)a counterpart of the Transition Services Agreement, duly executed by an authorized officer of Purchaser, Genezen and/or the applicable Affiliate(s) of Purchaser or Genezen;(vi)a counterpart of the Commercial Supply Agreement, duly executed by an authorized officer of Purchaser, Genezen and/or the applicable Affiliate(s) of Purchaser or Genezen;â€‹12â€‹(vii)a counterpart of the Development and Other Manufacturing Services Agreement, duly executed by an authorized officer of Purchaser, Genezen and/or the applicable Affiliate(s) of Purchaser or Genezen;(viii)a counterpart of the Lexington Lease Assignment, duly executed by an authorized officer of Purchaser, Genezen and/or the applicable Affiliate(s) of Purchaser or Genezen;(ix)the Lexington Lease Assignment Guaranty, duly executed by an authorized officer of Genezen;(x)a counterpart of the Note Purchase Agreement, duly executed by an authorized officer of Genezen and/or the applicable Affiliate(s) of Genezen;(xi)a counterpart of the Consent Agreement, duly executed by an authorized officer of Purchaser, Genezen and/or the applicable Affiliate(s) of Purchaser or Genezen;(xii)a letter of credit to the Landlord (as defined in the Lexington Lease Assignment) as required by the Lexington Lease Assignment; and(xiii)the certificate required to be delivered under Section 3.02Â (a).SECTION 2.02Â Purchase Price.(a)On the Closing Date, Purchaser shall deliver or cause to be delivered to Seller the Closing Stock Payment, free and clear of any Liens in accordance with Section 2.01Â (c)(i) other than restrictions on transfer under the Series C Documents and other organizational documents of Genezen, applicable state and federal securities laws and liens or encumbrances created by or imposed by Seller.(b)On the Closing Date, Genezen (on behalf of Purchaser) shall issue to Seller the Convertible Note, free and clear of any Liens in accordance with Section 2.01Â (c)(ii) other than restrictions on transfer under the Series C Documents and other organizational documents of Genezen, applicable state and federal securities laws and liens or encumbrances created by or imposed by Seller.SECTION 2.03Â Certain Prorations.(a)Reimbursed Seller Expenses. Â Any amounts prepaid by Seller under leases of personal property that are included in the Acquired Assets shall be apportioned between Seller and Purchaser, with Seller being responsible for all such expenses or other Liabilities attributable to periods on or prior to the Closing Date, and Purchaser reimbursing Seller for all such expenses or other Liabilities prepaid by Seller and attributable to periods after the Closing Date, and any amounts due under the Lexington Lease shall be prorated to the extent any amounts are not provided for in the Lexington Lease Assignment (the â€œReimbursed Seller Expensesâ€).â€‹13â€‹(b)Reimbursed Purchaser Expenses. Â Any costs or expenses in respect of goods or services received by Seller or its Affiliates prior to the Closing under any Transferred Contract or Transferred Permits, to the extent the payment for which becomes due and payable by Purchaser after the Closing Date, shall be apportioned between Seller and Purchaser, with Purchaser being responsible for all such expenses or other Liabilities attributable to periods following the Closing Date, and Seller reimbursing Purchaser for all such expenses and other Liabilities and attributable to periods on or before the Closing Date (the â€œReimbursed Purchaser Expensesâ€).(c)Closing Proration Statement. Â Not later than [***] ([***]) days after the Closing Date, Seller shall prepare in good faith and deliver to Purchaser a statement executed by an authorized officer of Seller (the â€œClosing Proration Statementâ€) setting forth Sellerâ€™s good faith calculation of: (i) the amount of any Reimbursed Seller Expenses; (ii) the amount of any Reimbursed Purchaser Expenses; and (iii) the Net Reimbursement Amount derived therefrom, enclosing copies of the applicable written evidence and reasonable supporting documentation for the calculations therein. Â In a reasonable manner as to not interfere with normal operations, Purchaser and its Affiliates shall provide Seller (and its representatives) reasonable access during normal business hours, upon reasonable advance written notice, to the books, records, supporting data, facilities and personnel of the Operations, the Acquired Assets, the Assumed Liabilities, Purchaser and its Affiliates, as applicable, for purposes of assisting Seller and its representatives in their preparation and delivery of the Closing Proration Statement pursuant to the foregoing sentence.(d)Dispute Resolution. Â During the period of [***] ([***]) days after the delivery of the Closing Proration Statement (the â€œReview Periodâ€), in a reasonable manner as to not interfere with normal operations, Seller and its Affiliates shall provide Purchaser (and its representatives) reasonable access during normal business hours, upon reasonable advance written notice, to the books, records, supporting data, facilities and personnel of the Operations, the Acquired Assets, the Assumed Liabilities, Purchaser and its Affiliates, as applicable, for purposes of assisting Purchaser and its representatives in their review of the Closing Proration Statement. Purchaser may object to the Net Reimbursement Amount as reflected in the Closing Proration Statement by presenting a written demand

therefore together with reasonable evidence and supporting documentation for such objections to Seller (a â€œWritten Requestâ€) prior to the expiration of the Review Period. Â If Purchaser does not deliver a Written Request within the Review Period, the Closing Proration Statement shall be deemed final and shall be binding upon the Parties for purposes of this Agreement. Â If a Written Request is properly delivered pursuant to this Section 2.03Â (d), the Parties shall endeavor in good faith to resolve the objections setting forth on such Written Request within [***] ([***]) Business Days of receipt of such Written Request. Â Any items set forth in the Closing Proration Statement that are not objected to in the Written Request during the Review Period pursuant to the first sentence of this Section 2.03Â (d) shall be deemed to have been accepted and shall be final and binding upon the Parties for purposes of this Agreement, except to the extent that an adjustment to the amount of any Unresolved Dispute made in accordance with this Section 2.03Â (e) requires an offsetting adjustment to any such item. Â If, at the end of such [***] ([***]) Business Day period (or such longer period as mutually agreed by Seller and Purchaser), Seller and Purchaser remain unable to resolve all the objections, then the unresolved items and amounts, and only such the unresolved items and amounts (the â€œUnresolved Disputeâ€) shall be promptly submitted to a nationally recognized financial services firm, reasonably acceptable to Seller and Purchaser, which shall not be the independent accountants ofâ€‹14â€‹Seller or Purchaser or their respective Affiliates (such firm, the â€œIndependent Expertâ€). Â The Independent Expert shall determine, as soon as reasonably possible, and based solely on the provisions of this Section 2.03Â , U.S. GAAP and the written presentations by Seller and Purchaser made pursuant to this Section 2.03Â (d), and not by independent review, only the Unresolved Dispute. Â The Independent Expert shall act as expert and not as an arbitrator. Â Except as Seller and Purchaser may otherwise agree, all communications between Seller and Purchaser or any of their respective representatives, on the one hand, and the Independent Expert, on the other hand, shall be in writing with copies simultaneously delivered to the other such Party. Â In no event shall the decision of the Independent Expert assign a value to any item greater than the greatest value for such item claimed by either Seller or Purchaser or lesser than the smallest value for such item claimed by either Seller or Purchaser. Â The resolution of such the Unresolved Dispute by the Independent Expert shall be final, binding and conclusive on the Parties (absent manifest error). Â All fees and expenses of the Independent Expert shall be borne on a proportionate basis by Purchaser, on the one hand, and Seller, on the other, based on the percentage which the portion of the contested amount not awarded in favor of Purchaser or Seller to the amount actually contested by such Person. Â Within [***] ([***]) Business Days following the determination of the final Closing Proration Statement pursuant to this Section 2.03Â (d), (i) if the Net Reimbursement Amount set forth on the final Closing Proration Statement is a positive number, Purchaser shall pay the amount equal to the Net Reimbursement Amount to Seller and (ii) if the Net Reimbursement Amount setting forth on the final Closing Proration Statement is a negative number, Seller shall pay the amount equal to the absolute value of the Net Reimbursement Amount to Purchaser. Â Any such payment of the Net Reimbursement Amount shall be made via the wire transfer of immediately available funds and treated as an adjustment to the Purchase Price for Tax purposes, unless otherwise required by Law.(e)Withholding. Purchaser shall be entitled to deduct and withhold from any amounts payable under this Agreement such amounts as Purchaser is required to deduct and withhold with respect to the making of such payment under the Code or any provision of applicable Law. Prior to deducting or withholding any amounts from any payment made pursuant to this Agreement, Purchaser will use commercially reasonable efforts to give at least five Business Days advance notice to the Person in respect of whom such deduction or withholding will be made and reasonably cooperate with such Person to reduce or eliminate any amounts that would otherwise be deductible or withheld to the extent permitted by applicable Law, unless such deduction or withholding is a result of Sellerâ€™s failure to deliver a duly executed and valid IRS Form W-9 at or before Closing. Â To the extent that amounts payable to a recipient are so withheld by Purchaser and properly remitted to the applicable taxing authority, such withheld and remitted amounts shall be treated for all purposes of this Agreement as having been paid to the recipient.SECTION 2.04Â Inventory.(a)Pre-Closing Count. Â On a day to be reasonably agreed between parties which is at least [***] business days prior to the Closing, representatives of Purchaser and Seller, supervised or observed, if requested by either Purchaser or Seller (and at the requesting partyâ€™s sole expense), by an independent third party mutually agreed by Purchaser and Seller (the â€œInventory Auditorâ€), shall conduct a physical count of the Acquired Inventory [***]. The value of the Acquired Inventory for purposes of this Section 2.04 shall be determined based on the acquisition cost of raw materials as well as raw materials that are included in the cost of unfinishedâ€‹15â€‹or finished Acquired Inventory Â (the â€œCash Impact Inventory Valueâ€). In connection with the calculation of Cash Impact Inventory Value, Purchaser will have reasonable access to the requisite accounting and other records of Seller and to the Facility and each other location where Acquired Inventory is stored. Purchaser and Seller will use their respective reasonable best efforts to complete an estimate of such physical count, which shall be final and binding for the purposes of the calculation of the Cash Impact Inventory True-Up Amount absent fraud or manifest error. If Purchaser and Seller cannot agree upon the Cash Impact Inventory Value based upon such physical count, Purchaser and Seller shall submit such matter to the Inventory Auditor, with the fees and expenses thereof to be shared equally by Purchaser and Seller; and any determination by such Inventory Auditor shall be final and binding upon Purchaser and Seller for the purposes of the calculation of the Cash Impact Inventory True-Up Amount absent fraud or manifest error.(b)Cash Impact Inventory True-Up Amount. For purposes of this Agreement, â€œCash Impact Inventory True-Up Amountâ€ shall mean an amount equal to $[***].(c)True-Up. Not later than [***] ([***]) days after the Closing Date, if the Cash Impact Inventory True-Up Amount is greater than $[***], the Seller shall pay to Purchaser via the wire transfer of immediately available funds an amount in cash equal to the Cash Impact Inventory True-Up Amount. If the Cash Impact Inventory True-Up Amount is equal to $[***], then Seller will have no obligation to pay the Cash Impact Inventory True-Up Amount and shall have no further obligations pursuant to this Section 2.04Â .SECTION 2.05Â Reagents. [***].ARTICLE IIIâ€‹Conditions to ClosingSECTION 3.01Â Conditions to Obligations of Seller, Seller Parent, Purchaser and Genezen. Â The respective obligations of Seller, Seller Parent, Purchaser and Genezen to effect the transactions contemplated by this Agreement are subject to the satisfaction (or, to the extent permitted by applicable Law, waiver by either Party in writing with respect to fulfillment of conditions to its own obligations) as of the Closing of the following condition:(a)No Injunctions or Restraints. Â No law (including common law), statute, rule, ordinance or regulation of a Governmental Entity (each, a â€œLawâ€), or judgment, executive order, stipulation, decree, legally binding agreement, temporary restraining order, preliminary or permanent injunction or other order (each, an â€œInjunctionâ€) enacted, entered, promulgated, enforced or issued by, or executed with, any Federal, state or local government or any court of competent jurisdiction, administrative agency or commission or other governmental authority or instrumentality (each, a â€œGovernmental Entityâ€), or other legal restraint or prohibition making illegal, preventing or enjoining the Acquisition shall be in effect.(b)Cash Impact Inventory. The Cash Impact Inventory Value shall have been determined in accordance with Section 2.04Â (a).SECTION 3.02Â Conditions to Obligation of Seller and Seller Parent. Â The obligation of Seller and Seller Parent to, or to cause its Affiliates to, effect the transactions contemplated byâ€‹16â€‹this Agreement is subject to the satisfaction (or, to the extent permitted by applicable Law, waiver by Seller and Seller Parent) as of the Closing of the following conditions:(a)No Purchaser Material Adverse Effect. Â No Purchaser Material Adverse Effect shall have occurred during the Executory Period. (b)Representations and Warranties; Covenants. Â The Purchaser Fundamental Representations shall be true and correct in all material respects (without giving effect to any â€œmaterial,â€ â€œmaterialityâ€ or â€œPurchaser Material Adverse Effectâ€ qualifiers contained therein) as of the Closing as though made as of such time, except, in each case, to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties shall be true and correct in all material respects as of such earlier date). Â The other representations and warranties of Purchaser and Genezen set forth in ARTICLE VI of this Agreement (excluding the Purchaser Fundamental Representations) shall be true and correct in all respects (without giving effect to any â€œmaterial,â€ â€œmaterialityâ€ or â€œPurchaser Material Adverse Effectâ€ qualifiers contained therein) as of the Closing as though made as of such time (except, in each case, to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties shall be true and correct in all respects as of such earlier date)), except where the failure of any such representations and warranties of Purchaser and Genezen to be so true and correct would not reasonably be expected to have a Purchaser Material Adverse Effect. Â Purchaser and Genezen shall have performed or complied in all material respects with all obligations and covenants required by this Agreement to be performed or complied with by Purchaser or Genezen at or prior to the time of the Closing. Â Purchaser and Genezen shall have delivered to Seller a certificate dated the Closing Date and signed by an authorized officer of Purchaser and Genezen to the effect that the conditions specified in this Section 3.02Â (b) are satisfied.(c)Other Transaction Documents. Â Purchaser and Genezen shall have executed and delivered to Seller the Other Transaction Documents to which Purchaser or Genezen is a party and each Affiliate of Purchaser and Genezen shall have executed and delivered to Seller the Other Transaction Documents to which such Affiliate is specified to be a party.(d)Series C Financing. Â The Series C Financing shall have been consummated.(e)Midcap Amendment. Â Genezen shall have delivered to Seller a true and complete copy of the fully executed Midcap Amendment [***].SECTION 3.03Â Conditions to Obligation of Purchaser and Genezen. Â The obligation of Purchaser and Genezen to, or to cause its Affiliates to, effect the transactions contemplated by this Agreement is subject to the satisfaction (or, to the extent permitted by applicable Law, waiver by Purchaser) as of the Closing of the following conditions:(a)Representations and Warranties; Covenants. Â (i) The Seller Fundamental Representations shall be true and correct in all material respects (without giving effect to any â€œmaterial,â€ â€œmateriality,â€ or â€œMaterial Adverse Effectâ€ qualifiers contained therein) as of the Closing as though made as of such time, except, in each case, to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warrantiesâ€‹17â€‹shall be true and correct in all material respects as of such earlier date) and (ii) the representations and warranties of Seller [***] shall be true and correct in all material respects as of the Closing (without giving effect to any â€œmaterial,â€ â€œmaterialityâ€ or â€œPurchaser Material Adverse Effectâ€ qualifiers contained therein) and do not adversely affect the Operations or the Facility in any material respect [***] as though made as of such time (except, in each case, to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties shall be true and correct in all respects as of such earlier date)). Â The other representations and warranties of Seller set forth in ARTICLE IV of this Agreement (excluding the representations and warranties described in clauses (i) and (ii) of the foregoing sentence) shall be true and correct in all respects (without giving effect to any â€œmaterial,â€ â€œmateriality,â€ or â€œMaterial Adverse Effectâ€ qualifiers contained therein) as of the Closing as though made as of such time (except, in each case, to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties shall be true and correct in all respects as of such earlier date)), except where the failure of any such representations and warranties of Seller to be so true and correct would not reasonably be expected to have a Material Adverse Effect. Â Seller shall have performed or complied in all material respects with all obligations and covenants required by this Agreement to be performed or complied with by Seller at or prior to the time of the Closing. Â Seller shall have delivered to Purchaser a certificate dated the Closing Date and signed by an authorized officer of Seller to the effect that the conditions specified in this Section 3.03Â (a) are satisfied.(b)No Material Adverse Effect. Â No Material Adverse Effect shall have occurred during the Executory Period.(c)Other Transaction Documents. Â Seller shall have executed and delivered to Purchaser the Other Transaction Documents to which Seller is a party and each Affiliate of Seller shall have executed and delivered to Purchaser the Other Transaction Documents to which such Affiliate is specified to be a party.(d)Third-Party Consents. Seller shall have delivered evidence reasonably satisfactory to Purchaser that the Third Party consents set forth in Schedule Section 2.01Â (b)(x) have been obtained.(e)Lexington Lease. (i) Seller shall have delivered evidence reasonably satisfactory to Purchaser that the Consent Agreement has been obtained and is effective and (ii) the Facility is operable in the Ordinary Course.(f)[***].(g)Lien Release Letters. Prior to the Closing, Seller shall have delivered customary Lien release letters duly executed by the holders (or agent therefor) of indebtedness identified on Schedule Section 2.01Â (b)(ix) in form and substance reasonably satisfactory to Genezen (each, a â€œLien Release Letterâ€) which Lien Release Letters shall provide that all Liens securing such indebtedness relating to the Acquired Assets shall be automatically released and terminated upon the consummation of the transactions contemplated by this Agreement (it being understood and agreed that (i) none of the Lien Release Letters will impair or otherwise impact Liens on any assets other than the Acquired Assets, (ii) no Lien Release Letter shall be requiredâ€‹18â€‹with respect to any Lien for which Seller has delivered evidence of the termination and release thereof prior to the Closing in form and substance reasonably satisfactory to Genezen and (iii) Seller shall use commercially reasonable efforts to (x) include in each such Lien Release Letter express authorizations by the relevant holder of such indebtedness (or agent therefor) of Seller or it designee (including, without limitation, Genezen and its subsidiaries) to file applicable UCC-3 amendments and other Lien release filings and (y) if such authorization is received, at the request of Genezen, file such UCC-3 amendments and other Lien release filings in consultation with Genezen).SECTION 3.04Â Frustration of Closing Conditions. Â Neither Purchaser or Genezen, on the one hand, nor Seller, on the other hand, may rely on the failure of any condition set forth in this ARTICLE III to be satisfied if such failure was caused by such Partyâ€™s material breach of this Agreement or such Partyâ€™s failure to act in good faith or to use its commercially reasonable efforts to cause the Closing to occur, as required by Section 8.03Â .ARTICLE IVâ€‹Representations and Warranties of SellerExcept as set forth in the Seller Disclosure Schedule attached hereto (the â€œSeller Disclosure Scheduleâ€) (provided that the disclosure of an item in one section of the Seller Disclosure Schedule shall be deemed to be a disclosure only in (a) the corresponding section of the Seller Disclosure Schedule and (b) any other section of the Seller Disclosure Schedule only to the extent it is reasonably apparent from a reading of the text of such disclosure that such disclosure is applicable to such other section of the Seller Disclosure Schedule), Seller and Seller Parent hereby, jointly and severally, represent and warrant to Purchaser and Genezen, as of the Execution Date and as of the Closing Date, as follows:SECTION 4.01Â Organization, Standing and Authority; Execution and Delivery; Â Enforceability.(a)Seller is a Delaware corporation duly organized, validly existing and in good standing under the laws of the Delaware. Â Seller Parent is a company duly organized, validly existing, and in good standing under the laws of the Netherlands. Â Seller and Seller Parent have all requisite corporate or other entity power and authority to enter into this Agreement and the Other Transaction Documents to which it is, or is specified to be, a party and to consummate the transactions contemplated hereby and thereby. Â Seller and Seller Parent have duly and properly taken all corporate acts and other proceedings required to be taken by it to authorize the execution, delivery and performance of this Agreement and the Other Transaction Documents to which it is or they are, or is or are specified to be, a party and to consummate the transactions contemplated hereby and thereby.(b)This Agreement has been duly executed and delivered by Seller and, at or prior to the Closing, Seller and Seller Parent will have duly executed and delivered each Other Transaction Document to which it is, or is specified to be, a party. Â Assuming that this Agreement has been duly authorized, executed and delivered by Purchaser and Genezen, this Agreement constitutes, and, upon the due authorization, execution and delivery of the Other Transactionâ€‹19â€‹Documents by Purchaser and Genezen, each Other Transaction Document will constitute, a legal, valid and binding obligation of Seller or Seller Parent, as the case may be, enforceable against such person in accordance with its terms, subject, as to enforcement, to applicable bankruptcy, insolvency, moratorium, reorganization, fraudulent conveyance or similar Laws affecting the enforcement of creditorsâ€™ rights generally and to general equitable principles (whether considered in a proceeding in equity or at law).SECTION 4.02Â No Conflicts; Consents.(a)The execution and delivery of this Agreement by Seller do not, and the execution and delivery of the Other Transaction Documents by Seller and Seller Parent, as applicable, specified to be parties thereto will not, and the consummation of the transactions contemplated hereby and thereby and compliance by Seller and Seller Parent, as applicable, with the terms and conditions hereof and thereof will not, conflict with, or result in any violation of or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancelation or acceleration of any obligation or to a loss of a benefit under, or result in the creation of any liens, claims, encumbrances, security interests, options, charges or similar restrictions of any kind (â€œLiensâ€) (other than Permitted Liens or Liens arising from acts or omissions of Purchaser, Genezen or any of their respective Affiliates) upon any of the Acquired Assets under, (i) any provision of the certificate of incorporation or by-laws (or the comparable governing instruments) of Seller or any Seller Parent, or (ii) any Injunction, or, subject to the matters referred to in paragraph (b) below, applicable Law, other than, in the case of clause (ii) above, any such items that, individually or in the aggregate, would not be reasonably likely to be material to the Facility or the Operations.(b)No consent, waiver, approval, license, permit, order or authorization of, or registration, declaration or filing with, any Governmental Entity or any other person is required to be obtained or made by or with respect to Seller or Seller Parent in connection with the execution, delivery and performance of this Agreement, the Other Transaction Documents or the consummation of the transactions contemplated hereby or thereby, other than (i) those that may be required solely by reason of Purchaserâ€™s, Genezenâ€™s or any of their respective Affiliatesâ€™ (as opposed to any other Third Partyâ€™s) participation in the transactions contemplated hereby or by the Other Transaction Documents, (ii) compliance with and filings under the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder, (iii) compliance with and filings, approvals or notices required under applicable Law related to the transfer of Transferred Permits and (iv) such consents, waivers, approvals, licenses, permits, orders, authorizations, registrations, declarations and filings the absence of which, or the failure to make or obtain which, individually or in the aggregate, would not be reasonably likely to be material to the Facility or the Operations.SECTION 4.03Â Good and Valid Title to Acquired Assets. Â Seller has good and valid title to, or a valid lease or license or other right to use, all Acquired Assets, in each case free and clear of all Liens, except (a) such as are expressly set forth in Section 4.03Â (a)(i) of the

Seller Disclosure Schedule, (b) mechanicsâ€™, landlordsâ€™, carriersâ€™, workmenâ€™s, repairmenâ€™s or other like Liens arising or incurred in the Ordinary Course for amounts which are not delinquent or which are being contested in good faith, (c) Liens arising under original purchase price conditional sales contracts and equipment leases with Third Parties entered into in the Ordinary Course, (d) Liensâ€‹20â€‹for Taxes and other governmental charges which are not yet due and payable or which are being challenged in good faith by appropriate proceedings and which challenges are set forth on Section 4.03Â (d) of the Seller Disclosure Schedule, (e) zoning and building codes and other similar land use, Laws, regulating the use or occupancy of the Facility or the activities conducted thereon which are imposed by any Governmental Entity having jurisdiction over the Facility which are not violated by the current use or occupancy of the Facility or the operation of the businesses of Seller, (f) easements, covenants, rights-of-way and other similar charges and encumbrances and other encroachments and title and survey defects, in each case with respect to the Facility, none of which are violated by the current use or occupancy of the Facility or the operation of the businesses of Seller, (g) any Lien with respect to the Facility identified on title policies or preliminary title reports or other documents or writings included in the public records (other than those securing indebtedness), (h) monetary or nonmonetary Liens affecting the Facility that were not created by Seller or its Affiliates, (i) any Liens created or suffered by Purchaser or Genezen, (j) other imperfections of title or Liens, if any, which do not, individually or in the aggregate, materially impair the value or continued use and operation of the Facility, and (k) non-exclusive licenses of Intellectual Property granted to customers in the Ordinary Course, (the Liens described in clauses (a) through (i) above are hereinafter referred to collectively as â€œPermitted Liensâ€). Â Except as set forth on Section 4.03Â (i) of the Seller Disclosure Schedule, the Acquired Assets, together with any other assets and services provided pursuant to the terms of the other Transaction Documents, constitute all of the material assets and rights and services (other than corporate-level overhead and general and administrative services) that are necessary for the conduct of the Operations and the operation of the Facility as presently conducted by Seller. The equipment set forth on Section 4.03Â (l) of the Seller Disclosure Schedule constitute all of the material equipment, and such equipment, together with the other tangible Acquired Assets constitute all of the material tangible assets, in each case necessary to conduct the Operations and operate the Facility as conducted and operated as of immediately prior to the Closing.SECTION 4.04Â Lexington Lease. Â Seller holds a valid leasehold interest in the Lexington Lease, free and clear of all Liens, except for the Permitted Liens. Â Seller has heretofore delivered to Purchaser true, accurate and correct copies of the Lexington Lease (including all amendments) and such documents constitute all of and the only agreements under which Seller holds leasehold interest in the premises under the Lexington Lease. Â The Lexington Lease is in full force and effect according to its terms and has not been modified, altered, amended, supplemented, restated, renewed or extended and is the entire agreement between Seller and landlord thereunder, except as disclosed in Section 4.04Â of the Seller Disclosure Schedule or as otherwise contemplated by this Agreement.(a)All rent and other amounts due and payable with respect to the Lexington Lease on or prior to the date of this Agreement have been paid prior to the date of this Agreement. Â Seller has not received a written notice of default under the Lexington Lease that remains uncured.(b)To the Knowledge of Seller, all obligations of the landlord under the Lexington Lease have been performed.(c)Seller has complied in all material respects with all terms and conditions of the Lexington Lease.â€‹21â€‹(d)As of the Execution Date, the Facility has not suffered any material damage by fire or other casualty that is not covered by insurance or which has not heretofore been repaired and restored in all material respects.(e)No Third Party is in possession of any of the Facility or any portion thereof, and there are no leases, subleases, licenses, concessions, or other Contracts with Seller granting to any Third Party the right of use or occupancy of any portion of the Facility or any of Sellerâ€™s rights under the Lexington Lease, except for Purchaser and Genezen under the Lexington Lease Assignment as of Closing. Â To the Knowledge of Seller, the improvements at the Facility have access to public roads and has adequate sewer, water, gas electric, telephone and other utilities, in each case necessary for the conduct of the Operations in the Ordinary Course. Seller presently enjoys peaceful and undisturbed possession of the Facility sufficient for the continued conduct of the Operations as presently conducted.SECTION 4.05Â Transferred Contracts. Section 4.05(a) of the Seller Disclosure Schedule contains a listing of all Transferred Contracts described in clauses (a) through (q) below that are by their terms in effect as of the date hereof and to which, as of the date of this Agreement:(a)Each Transferred Contract that Seller reasonably anticipates will involve annual payments or consideration furnished by or to Seller in excess of $[***] which are not cancelable by Seller (without penalty, cost or other liability to Seller and its Subsidiaries) giving notice of [***] days or less;(b)Each Transferred Contract for indebtedness for borrowed money;(c)Each Transferred Contract involving the granting of any Lien (other than Permitted Liens) on the Acquired Assets or the Facility;(d)Each Transferred Contract for the acquisition of any Person, or any business division thereof, or the disposition of any material assets of Seller or any of its Subsidiaries (other than in the ordinary course of business);(e)Each Transferred Contract that is a guaranty or which otherwise supports the business Liabilities of a Third Party;(f)Each joint venture Transferred Contract, strategic alliance, revenue or profit sharing arrangement, partnership entity agreement or limited liability company agreement;(g)Each Transferred Contract containing covenants limiting in any material respect the freedom of Seller or any of its Affiliates to compete with any Person in a line of business, to solicit business from or perform services for any Person, or to operate in any geographic area;(h)Each Transferred Contract containing a â€œmost favored nationâ€, exclusivity, minimum purchase, or similar pricing provision or preferential right, or requirement for Seller or any of its Subsidiaries to purchase all or substantially all of its requirements of a particular product or service;â€‹22â€‹(i)Each lease which is a Transferred Contract under which Seller or any of its Subsidiaries is a lessee of, holds or operates any personal property owned by any other party, or is a lessor of or permits any Third Party to hold or operate any material personal property owned by Seller or any of its Subsidiaries;(j)Each Transferred Contract relating to the ownership of or investment in any Person, including any partnership, joint venture, strategic alliance, funding, profit sharing or similar arrangements, and any documents related thereto; (k)Each Transferred Contract with a Governmental Entity;(l)Each Transferred Contract with any Union any collective bargaining agreement;(m)Each Transferred Contract involving any severance, change-of-control, bonus, commission, retention or similar type of agreement;(n)Each Transferred Contract involving any noncompetition, nonsolicitation, or other restrictive covenant agreement with any employee, officer, director or independent contractor;(o)Each Transferred Contract involving the settlement, release, or compromise with respect to any litigation, action, suit or proceeding;(p)Each Transferred Contract for capital expenditures or the acquisition of fixed assets;(q)Each Transferred Contract for the employment or other engagement of any officer, employee, consultant or independent contractor; and(r)Each Transferred Contract pursuant to which Seller or any of its Subsidiaries licenses Intellectual Property to a Third Party.All of the Transferred Contracts are (i) in full force and effect, and (ii) represent the valid and binding obligations of Seller or one of its Subsidiaries party thereto and, to the Knowledge of Seller, represent the valid and binding obligations of the other parties thereto (subject, as to enforcement, to applicable bankruptcy, insolvency, moratorium, reorganization, fraudulent conveyance or similar Laws affecting the enforcement of creditorsâ€™ rights generally and to general equitable principles, whether considered in a proceeding in equity or at law). Â Neither Seller, any of its Subsidiaries nor, to the Knowledge of Seller, any other party thereto is in breach of or default under any such Contract in any material respect, and neither Seller nor any of its Subsidiaries has received any written claim or notice (or to the Knowledge of Seller, any other claim or notice), of a material breach of or material default under any such Contract. Â As of the date hereof, neither Seller nor any of its Subsidiaries has received any written claim or notice (or to the Knowledge of Seller, any other claim or notice), from any party to any Transferred Contract of such partyâ€™s intention to terminate or modify such Transferred Contract where such termination or modification would be expected to be material to the Facility or Operations. Â Prior to the date hereof, copies of all Transferred Contracts have been made available to Purchaser, except to the extent suchâ€‹23â€‹Transferred Contracts have been redacted to (a) enable compliance with applicable antitrust Laws or Laws relating to the safeguarding of data privacy, (b) comply with confidentiality obligations owed to Third Parties or (c) remove pricing information.SECTION 4.06Â Insurance Policies. Â Section 4.06Â of the Seller Disclosure Schedule contains a list of all material policies of property and casualty, product liability, workersâ€™ compensation, and other forms of insurance held by, or for the benefit of, Seller or any of its Subsidiaries that relate to the Facility or the Operations as of the date of this Agreement, and all of such policies are in full force and effect. Â Neither Seller nor any of its Subsidiaries has received any written notice (or to the Knowledge of Seller, any other notice), from any insurer under any such insurance policies, canceling, terminating, increasing premiums thereunder (outside of the ordinary course of business) or adversely amending any such policy or denying renewal of coverage thereunder, and all premiums on such insurance policies due and payable as of the date hereof have been paid in accordance with the terms thereof.SECTION 4.07Â Tangible Property. All material machinery, equipment and other tangible property included in the Acquired Assets, taken as a whole, is in all material respects in good working order and condition, ordinary wear and tear excepted.SECTION 4.08Â Inventory. Â All inventory included in the Acquired Assets consists of a quality and quantity usable and salable in the Ordinary Course, except for obsolete, damaged, defective or slow-moving items that have been written off or written down to fair market value or for which adequate reserves have been established as of the date hereof. All such inventory is owned by Seller free and clear of all Liens (except for Permitted Liens), and no inventory is held on a consignment basis. Â All inventory included in the Acquired Assets has been obtained, manufactured, processed, and stored in accordance with [***], including any related Contracts governing the manufacturing, processing and storage of such inventory in all material respects. [***].SECTION 4.09Â Employee Matters.(a)Section 4.09Â (a) of the Seller Disclosure Schedule sets forth a true, correct and complete list, as of the date hereof, of all In-Scope Employees, including for each such In-Scope Employee: employing entity, name, title, date of hire [***] (the â€œIn-Scope Employee Listâ€).(b)Section 4.09Â (b) of the Seller Disclosure Schedule sets forth a true, correct and complete list of all of the natural person independent contractors and other contingent workers engaged by Seller or its Affiliates providing services primarily relating to the Acquired Assets or the Operations (collectively, â€œContingent Workersâ€) as of the date hereof, showing for each such Contingent Worker such Personâ€™s role, hire date, work location (including state) to the extent known [***].(c)Section 4.09Â (c) of the Seller Disclosure Schedule contains a list of each material Seller Benefit Plan. A â€œSeller Benefit Planâ€ is each â€œemployee benefit planâ€ (as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended (â€œERISAâ€)) and each other benefit or compensation plan, policy, program, agreement or arrangement, including relating to employment; equity or equity-based awards; stock purchases; deferredâ€‹24â€‹compensation; retirement; pension; severance; fringe benefits; disability; medical, dental, or vision insurance; life insurance; or paid time off, in each case, sponsored, maintained or contributed to by Seller or any of its Affiliates for the benefit of any In-Scope Employees (or any of their dependents or beneficiaries). Â Seller or its Affiliates have delivered or made available to Purchaser copies (or, to the extent a Seller Benefit Plan is not written, a written description of the material terms) of each material Seller Benefit Plan.(d)All In-Scope Employees are employed at-will and no In-Scope Employee is subject to any employment Contract with Seller or its Affiliates, whether oral or written (other than an at-will offer letter with Seller).(e)Except as set forth in Section 4.09Â (e) of the Seller Disclosure Schedule, neither Seller nor any Affiliate of Seller has any formal plan or commitment to adopt any material Seller Benefit Plan or modify or change any existing Seller Benefit Plan in a material respect that would affect any In-Scope Employee.(f)No In-Scope Employee is a member of, or is represented by, a union or a recognized labor organization with respect to the services performed for Seller (a â€œUnionâ€) or is covered by a collective bargaining agreement or other Contract with a Union, or any work rules or practices agreed to with any Union. Neither Seller nor any of its Affiliates has a duty to bargain with any Union with respect to any In-Scope Employee. Neither the signing of this Agreement nor the consummation of the transactions contemplated by this Agreement, requires any notice to, consultation or bargaining with, or consent from any Union.(g)During the past [***] ([***]) years, Seller has not been subject to any pending or, to the Knowledge of Seller, threatened, labor strike or lockout, or material picketing, organizational campaign, labor dispute, slowdown or any other material concerted interference with normal business operations, in each case with respect to the In-Scope Employees and against or affecting the Acquired Assets or the Operations. Seller has not engaged in any unfair labor practice with respect to any In-Scope Employee.(h)Except as contemplated by this Agreement or as set forth in Section 4.09Â (h) of the Seller Disclosure Schedule, neither the Acquisition nor any of the other transactions contemplated by this Agreement or any of the Other Transaction Documents shall entitle any In-Scope Employee or Contingent Worker to [***]. No In-Scope Employee or Contingent Worker is entitled to [***] after the end of such Personâ€™s employment or engagement with Seller or its applicable Affiliates.(i)Except for noncompliance that would result in solely Excluded Liabilities, Seller has at all times during the past [***] ([***]) years complied in all material respects with, and is in compliance in all material respects with, all applicable Laws relating to labor and employment matters, including wages and hours [***], in each case with respect to In-Scope Employees.(j)Except as set forth in Section 4.09Â (j) of the Seller Disclosure Schedule, there are no actions, suits or claims pending or, to the Knowledge of Seller, threatened against Seller or any Affiliate of Seller alleging breach of any applicable Law relating to or arising inâ€‹25â€‹connection with the employment of any In-Scope Employee or engagement of any Contingent Worker. Â Except as set forth in Section 4.09Â (j) of the Seller Disclosure Schedule, there are no material audits, inquiries, investigations or proceedings pending or, to the Knowledge of Seller, threatened by any Governmental Entity with respect to the employment or engagement of any In-Scope Employee or Contingent Worker.(k)At no time during the past [***] ([***]) years has Seller received [***] against or regarding any In-Scope Employee [***].(l)Except as set forth in Section 4.09Â (l) of the Seller Disclosure Schedule, during the ninety (90) day period preceding the date hereof, no employee of Seller or any Affiliate of Seller who provided services at the same location as an In-Scope Employee has suffered an â€œemployment lossâ€ as defined in the federal Worker Adjustment and Retraining Notification Act or any similar state, local or foreign Law.(m)Except for noncompliance that would not reasonably be expected to result in material harm to Purchaser or any In-Scope Employee, each Seller Benefit Plan is and has been established, operated, and administered in all material respects in accordance with appliable laws and regulations and with its terms, including without limitation, ERISA, the Code, and the Patient Protection and Affordable Care Act (Pub. L. 111-148), as amended by the Health Care and Education Reconciliation Act of 2010 (Pub. L. 111-152), and the regulations promulgated pursuant to each of the foregoing laws.(n)Each Seller Benefit Plan that is intended to qualify under Section 401(a) of the Code has received a favorable determination or approval letter from the IRS with respect to such qualification, or may rely on an opinion letter issued by the IRS with respect to a prototype plan adopted in accordance with the requirements for such reliance and no event or omission has occurred that would cause any Seller Benefit Plan to lose such qualification.(o)Neither Seller nor any Seller ERISA Affiliate has ever maintained, sponsored, contributed to, been obligated to contribute to (i) an employee benefit plan that is or was, subject to Title IV of ERISA; (ii) a â€œmultiemployer planâ€ (within the meaning of Sections 3(37) or 4001(a)(3) of ERISA) under Subtitle E of ERISA; (iii) a â€œmultiple employer planâ€ within the meaning of Section 4063 or 4064 of ERISA; (iv) a â€œmultiple employer welfare arrangementâ€ within the meaning of Section 3(40) of ERISA; or (v) a â€œvoluntary employeesâ€™ beneficiary associationâ€ within the meaning of Section 501(c)(9) of the Code or other funding arrangement for the provision of welfare benefits (such disclosure to include the amount of any such funding).SECTION 4.10Â Tax Representations.(a)There are no Liens for Taxes upon the Acquired Assets other than Liens for Taxes not yet due and payable.(b)There are no income or other material Taxes due and payable by Seller with respect to the Acquired Assets which have not been timely paid. There are no material accrued and unpaid Taxes of Seller with respect to the Acquired Assets which are due, whether or not assessed or disputed. There have been no examinations or audits of any Tax Returns of Seller with respect to the Acquired Assets by any Governmental Entity. Seller has duly and timely filed all incomeâ€‹26â€‹and other material Tax Returns with respect to the Acquired Assets required to have been filed by it and there are in effect no waivers of applicable statutes of limitations with respect to taxes for any year with respect to the Acquired Assets.(c)Seller is not a disregarded entity for U.S. federal income tax purposes.SECTION 4.11Â Litigation. Â There are not, and in the past [***] ([***]) years there have not been, any litigation, claims, suits, actions or proceedings, including any condemnation, expropriation, eminent domain or similar proceeding, pending or, to the Knowledge of Seller, threatened against Seller or any of its Affiliates in respect of the Operations, the Acquired Assets or the Assumed Liabilities except for Permitted Liens, in each case, which is or would be, individually or in the aggregate, material to the Facility or the Operations. Â Seller and its Affiliates are not, and has not been in the past [***] ([***]) years, a party or subject to or in any default under any unsatisfied judgment issued by any Governmental Entity in respect of the Operations, the Acquired Assets or the Assumed Liabilities. Â There are no, and there have not in the past [***] ([***]) years been any, Injunctions in effect, nor in the past [***] ([***]) years have there been any claims, litigations, administrative actions or similar proceedings pending or, to the Knowledge of Seller, threatened, relating to the Operations, except for Permitted Liens.SECTION 4.12Â Compliance with Laws.(a)The operation of the Facility is being conducted by Seller and its Affiliates in compliance in all material respects with all applicable Laws. Â During the [***] ([***]) years prior to the date hereof, none of Seller or its Affiliates has received any written notice from a Governmental Entity, or to the Knowledge of Seller, any other notice, that alleges that the operation of the Facility is not in such compliance.(b)Seller possesses or has the benefit of, are, and in the past [***] years has been, in compliance in all material respects with, all material Permits necessary to operate the Facility as currently operated by Seller or that are necessary for the lawful ownership of the Acquired Assets (the â€œMaterial Permitsâ€). Â The Material Permits and each holder thereof are listed on Section 4.12Â (b)(i) of the Seller Disclosure Schedule, are in full force and effect, and true and correct copies of each Material Permit have been made available to Purchaser. Â Except as set forth in Section 4.12Â (b)(ii) of the Seller Disclosure Schedule, no Transferred Permit will be subject to revocation, termination prior to its normal expiration date or non-renewal by the applicable Governmental Entity as a result of the

consummation of the transactions contemplated hereby. Â No proceeding is pending or, to the Knowledge of Seller, threatened (or otherwise reasonably anticipated) regarding the revocation of any Material Permit. Â Any applications for the renewal of a Material Permit that is due before the Closing Date will be timely made by Seller and shall be true, correct and complete in all material respects. Â Other than the transactions contemplated by the Transaction Documents, there are no circumstances that would reasonably be expected result in a failure of, or a material delay in the issuance of any Material Permit for which an application of renewal is pending or will be pending prior to the Closing Date.(c) The Operations do not involve, and have not involved in the past three (3) years, any dealings or transactions with or for the benefit of, any Sanctioned Person or in any Sanctioned Country in violation of any applicable Law.â€‹27â€‹SECTION 4.13Â Foreign Corrupt Practices Act. Â Neither Seller nor, to the Knowledge of Seller, any of its officers, directors, employees or agents have, directly or indirectly, made, offered, promised or authorized any payment or gift of any money or anything of value to or for the benefit of any Â â€œforeign officialâ€ (as such term is defined in the U.S. Foreign Corrupt Practices Act of 1977, as amended (the â€œFCPAâ€)), foreign political party or official thereof or candidate for foreign political office for the purpose of (i) influencing any official act or decision of such official, party or candidate, (ii) inducing such official, party or candidate to use his, her or its influence to affect any act or decision of a foreign governmental authority, or (iii) securing any improper advantage, in the case of (i), (ii) and (iii) above in order to assist Seller or any of its Affiliates in obtaining or retaining business for or with, or directing business to, any person. Â Neither Seller nor, to the Knowledge of Seller, any of its officers, directors, employees or agents have made or authorized any bribe, rebate, payoff, influence payment, kickback or other unlawful payment of funds or received or retained any funds in violation of any law, rule or regulation. Â Neither Seller nor, to the Knowledge of Seller, any of its officers, directors or employees are the subject of any allegation, voluntary disclosure, investigation, prosecution or other enforcement action related to the FCPA or any other anti-corruption law.SECTION 4.14Â Environmental Matters. Â (a) The Facility is in compliance in all material respects with applicable Environmental Laws and applicable Transferred Permits issued pursuant to Environmental Laws, (b) Seller has not received written notice or, to the Knowledge of Seller, any other notice, within the [***] ([***]) years prior to the date hereof that it is subject to any material unresolved enforcement action under any applicable Environmental Laws or Transferred Permits issued pursuant to Environmental Laws, (c) all material permits, licenses, franchises, approvals or authorizations required pursuant to applicable Environmental Laws with respect to operations currently conducted at the Facility have been obtained by Seller and (d) there has been no (i) on-site exposures to Hazardous Material at the Facility, (ii) Releases of Hazardous Material upon, into or from the Facility or (iii) off-site treatment, storage or disposal of Hazardous Material transported from the Facility by or on behalf of Seller, that would reasonably be expected to be material to the Acquired Assets, Assumed Liabilities or the Operations, taken as a whole.SECTION 4.15Â No Brokers. Â No brokers, finders or investment bankers have acted for Seller or its Affiliates in connection with this Agreement or the transactions contemplated hereby or are entitled to any brokerage fee, finderâ€™s fee or commission in respect thereof.SECTION 4.16Â Intellectual Property.(a)Seller owns or has a valid right to use the Transferred IP, and the Transferred Software and the Operations Intellectual Property. Â Subject to this Agreement (including Section 5.04Â) and the Other Transaction Documents and except for the Non-Assignable Assets, immediately following the Closing, Purchaser shall own or have the right to use all such Intellectual Property on terms and conditions substantially similar to those under which Seller owned or had the right to use such Intellectual Property on the date hereof, in each case free and clear of any Liens other than Permitted Liens.(b)To the Knowledge of Seller, (i) neither the Transferred Software nor the Transferred IP infringes, misappropriates, dilutes or otherwise violates, or has in the last [***] ([***]) years infringed, misappropriated, diluted or otherwise violated, the Intellectual Property ofâ€‹28â€‹any Person, and (ii) to the Knowledge of Seller, no Person is infringing, misappropriating or otherwise violating the Transferred Software or Transferred IP, in each case of clauses (i) and (ii), except for any such infringement, misappropriation or other violation that is not or would not be reasonably expected to be material to the Acquired Assets, Assumed Liabilities or the Operations, taken as a whole. Â There is no lawsuit, action or other proceeding pending against, or, to the Knowledge of Seller, threatened against Seller or any of its Affiliates alleging that the Transferred Software or Transferred IP has infringed, misappropriated, diluted or otherwise violated any Intellectual Property of any Person, in each case that is not or would not be reasonably expected to be material to the Acquired Assets, Assumed Liabilities or the Operations, taken as a whole. Â To the Knowledge of Seller, as of the date hereof, neither Seller nor any of its Affiliates have received any written notice alleging that the Transferred Software or Transferred IP has infringed, misappropriated, diluted or otherwise violated any Intellectual Property of any Person (including any unsolicited demand or request from a Third Party to license any Intellectual Property).(c)Seller and its Affiliates have taken steps reasonable under the circumstances to maintain the Transferred Software and to maintain in confidence any proprietary Transferred IP, in each case, in all material respects.(d)Section 4.16Â (d) of the Seller Disclosure Schedule sets forth a true, correct, and complete list of all Transferred Software.(e)The Transferred IP listed in Schedule 1.02(a)(viii) is a true, correct and complete list of all Transferred IP.(f)[***] the Transferred IP and Transferred Software comprise all the Intellectual Property that are necessary or useful to conduct the Operations and to use the Acquired Assets as conducted, excluding (a) the Seller Marks, (b) any Intellectual Property licensed to Purchaser under the Commercial Supply Agreement or specific to the Manufacture of any Product or any other product of Seller, Seller Parent or any of their Affiliates, and (c) [***].(g)Section 4.16Â (g)(A) of the Seller Disclosure Schedule lists all Contracts that restrict in any material respect Sellerâ€™s use, transfer, delivery or licensing of any Transferred Software or Transferred IP, Section 4.16Â (g)(B)(i) of the Seller Disclosure Schedule lists all Contracts pursuant to which Seller is granted a license under any material Licensed Intellectual Property except for any Contracts related to any of the applications and systems listed under Section 4.16Â (g)(B)(ii) of the Seller Disclosure Schedule, and Section 4.16Â (g)(C) of the Seller Disclosure Schedule lists all Contracts involving the licensing of any Transferred Software or Transferred IP to or from a third Person (collectively, the â€œIP Contractsâ€). Â The IP Contracts are in full force and effect. The consummation of the transactions contemplated by this Agreement will not result in a material breach by Seller of, limitation or reduction of rights or licenses under, nor require the consent of any other Person in respect of, any IP Contract. Â There are no outstanding or threatened in writing disputes or disagreements with respect to any IP Contract or to any Transferred Software or Transferred IP.SECTION 4.17Â Data Privacy and Security.â€‹29â€‹(a)Seller complies with, and in the past [***] ([***]) years has complied in all respects with, the Privacy and Security Requirements with respect to its Operation. Â Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated by this Agreement or the Other Transaction Documents will result in a breach or violation of, or constitute a default under, any Privacy Law. Â In the past [***] ([***]) years, there have been no Security Incidents. In the past [***] ([***]) years, Seller has not received any written notices or complaints from any Person or been the subject of any claim, proceeding, or investigation with respect to any Security Incident or breach or violation of any Privacy and Security Requirement.(b)Seller uses [***] to protect the confidentiality, integrity and security of the Computer Systems, including any Personal Information, and to prevent any unauthorized use, access, interruption, or modification of the Computer Systems and any Personal Information. Â In the last [***] ([***]) years, there have been no unauthorized intrusions that have caused any material and substantial disruption of or interruption in or to the use of the Computer Systems. Seller has implemented reasonable procedures to detect Security Incidents.(c)Seller and its Affiliates: (i) have conducted and conduct vulnerability testing, risk assessments, and external reviews of, and tracked and track Security Incidents related to, certain of Sellerâ€™s and its Affiliatesâ€™ Computer Systems (collectively, â€œInformation Security Reviewsâ€); (ii) as necessary, corrected any critical exceptions or vulnerabilities identified in such Information Security Reviews; and (iii) installed critical software security patches and other fixes to critical identified technical information security vulnerabilities identified in such Information Security Reviews. Seller and its Affiliates provides its employees with training on privacy and data security matters.SECTION 4.18Â Regulatory Compliance.(a)Seller is presently conducting, and has conducted during the past [***] ([***]) years, the Operations and the Facility in compliance in all material respects with the Federal Food, Drug, and Cosmetic Act and all applicable Laws similar to the foregoing within any other federal, state, local or foreign jurisdiction, in each case that the Operations are bound by or subject to (collectively, the â€œRegulatory Lawsâ€).(b)[***] Seller has not in the past [***] ([***]) years, regarding or related to the Operations: (i) received or been subject to any action, written notice, warning, administrative proceeding, review or investigation by a Regulatory Authority that alleges or asserts that Seller has materially violated any applicable Regulatory Laws or that requires or seeks in writing any material adjustment, modification or alteration in Sellerâ€™s approved manufacturing process of any Product, including any FDA Form 483, FDA warning letter or untitled letter or any similar notices, or (ii) been subject to a corporate integrity agreement, deferred prosecution agreement, consent decree, monitoring agreement, settlement agreement or other similar agreements or orders mandating or prohibiting future or past activities related to the Operations.(c)Seller has not in the past [***] ([***]) years, regarding or related to the Operations been subject to a Regulatory Authority shutdown or import or export prohibition.â€‹30â€‹(d)The current manufacturing and servicing operations conducted by or on behalf of Seller at the Facility are conducted, and have been conducted in the past [***] ([***]) years, in material compliance with the provisions of the FDAâ€™s current good manufacturing practice regulations at 21 C.F.R. Part 210, 21 C.F.R. Part 211 (â€œcGMPâ€) and 21 C.F.R. Part 610, as applicable, and similar federal, state, local or foreign requirements applicable for the manufacture of the Products.(e)In the past [***] ([***]) years Seller: (i) has prepared and submitted timely (A) responses and (B) any corrective action plans required to be prepared and submitted by Seller in response to all inspections, investigations, audits, analyses and examinations performed by the FDA or any other Regulatory Authority with respect to the Facility, and (ii) has fully implemented all corrective actions described in such corrective action plans, to the Knowledge of Seller, to the satisfaction of the Regulatory Authority conducting the inspection, investigation, audit, analysis or examination.(f)Seller has timely filed all material reports, statements, documents, registrations, filings, amendments, supplements and submissions required to be filed by it with respect to the Operations in the past [***] ([***]) years under applicable Regulatory Laws. Â Each such filing was true, complete and correct as of the date of submission in all material respects. Â Any material and legally necessary or required updates, changes, corrections, amendments, supplements or modifications to such filings have been submitted to the applicable Governmental Entity.(g)With respect to the Operations neither Seller, any officer, nor, to the Knowledge of Seller, any employee, agent or distributor of Seller, has in the past [***] ([***]) years made an untrue statement of a material fact or a fraudulent statement to the FDA or any other Regulatory Authority, failed to disclose a material fact required to be disclosed to the FDA or any other Regulatory Authority, committed an act, or made a statement or failed to make a statement that, at the time of such statement, disclosure, or act, would reasonably be expected to provide a basis for the FDA to invoke its policy respecting â€œFraud, Untrue Statements of Material Facts, Bribery, and Illegal Gratuitiesâ€ set forth in 56 Fed. Reg. 46191 (September 10, 1991), or for the FDA or any other Regulatory Authority to invoke any similar policy.(h)No data generated by Seller with respect to any Products manufactured at the Facility, that has in the past [***] years been (i) provided to any of its actual or prospective customers, (ii) provided to any Regulatory Authority, or (iii) made public, is the subject of any regulatory or other action, either pending or, to the Knowledge of Seller, threatened, by any Regulatory Authority relating to the truthfulness or scientific integrity of such data.SECTION 4.19Â Absence of Changes. Â Except as set forth on Section 4.19Â of the Seller Disclosure Schedule, since [***]: (a) there has not been any Material Adverse Effect; and (b) without limiting the foregoing, (i) Seller and its applicable Affiliates have conducted the Operations in the Ordinary Course, and (ii) neither Seller nor any of its Affiliates has taken any action that would, if taken after the Execution Date, be prohibited by Section 5.01Â .â€‹31â€‹SECTION 4.20Â Financial Information. The materials attached to Section 4.20Â of the Seller Disclosure Schedule (the â€œSeller Financial Informationâ€) are true, accurate and complete with respect to the information presented therein [***].SECTION 4.21Â CSL Contracts. The CSL Contracts are (a) in full force and effect, and (b) represent the valid and binding obligations of Seller or one of its Affiliates party thereto (subject to bankruptcy, insolvency, moratorium, reorganization, fraudulent conveyance or similar Laws affecting the enforcement of creditorsâ€™ rights generally and to general equitable principles). [***]. To the Knowledge of Seller, the making or having made of HEMGENIX using the current Manufacturing Process (as defined in the CSL Contracts) [***]. Nothing herein imposes any duty on Seller or any of its Affiliates to conduct or obtain freedom-to-operate or similar opinions of counsel or patent landscape or similar searches.SECTION 4.22Â DISCLAIMER. Â EACH OF PURCHASER AND GENEZEN ACKNOWLEDGES THAT (A) EXCEPT AS EXPRESSLY SET FORTH IN THIS ARTICLE IV AND AS EXPRESSLY SET FORTH IN THE OTHER TRANSACTION DOCUMENTS, NEITHER SELLER NOR ANY OTHER PERSON HAS MADE ANY REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, AS TO THE FACILITY OR THE ACQUIRED ASSETS, THE MANUFACTURE, DISTRIBUTION, MARKETING OR SALE OF ANY PRODUCTS BY SELLER OR ANY OF ITS AFFILIATES, ANY OTHER ASPECT OF THE RESPECTIVE BUSINESSES OF SELLER AND ITS AFFILIATES OR THE ACCURACY OR COMPLETENESS OF ANY INFORMATION REGARDING THE FACILITY OR THE ACQUIRED ASSETS FURNISHED OR MADE AVAILABLE TO PURCHASER AND ITS REPRESENTATIVES AND (B) NEITHER PURCHASER NOR GENEZEN HAS RELIED ON ANY REPRESENTATION OR WARRANTY FROM SELLER OR ANY OTHER PERSON WITH RESPECT TO THE FACILITY OR THE ACQUIRED ASSETS, THE MANUFACTURE, DISTRIBUTION, MARKETING OR SALE OF ANY PRODUCTS BY SELLER AND ITS AFFILIATES, ANY OTHER ASPECT OF THE RESPECTIVE BUSINESSES OF SELLER AND ITS AFFILIATES OR THE ACCURACY OR COMPLETENESS OF ANY INFORMATION REGARDING THE FACILITY OR THE ACQUIRED ASSETS FURNISHED OR MADE AVAILABLE TO PURCHASER AND ITS REPRESENTATIVES IN DETERMINING TO ENTER INTO THIS AGREEMENT, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS ARTICLE IV AND AS EXPRESSLY SET FORTH IN THE OTHER TRANSACTION DOCUMENTS. Â IN ENTERING INTO THIS AGREEMENT, EACH OF PURCHASER AND GENEZEN HAVE RELIED SOLELY UPON ITS OWN INVESTIGATION AND ANALYSIS. Â EACH OF PURCHASER AND GENEZEN ACKNOWLEDGES THAT, SHOULD THE CLOSING OCCUR, PURCHASER SHALL ACQUIRE THE ACQUIRED ASSETS WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, NON-INFRINGEMENT, VALIDITY, OR ENFORCEABILITY (EXCEPT WITH RESPECT TO THE REPRESENTATION AND WARRANTY IN SECTION 4.01(b)). NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, NOTHING IN THIS SECTION 4.22Â SHALL PREVENT, IMPAIR OR OTHERWISE LIMIT PURCHASERâ€™S OR GENEZENâ€™S RIGHT TO RECOVER FOR FRAUD, AS SUCH TERM IS DEFINED HEREIN.â€‹32â€‹ARTICLE Vâ€‹Covenants of SellerSeller covenants and agrees as follows:SECTION 5.01Â Conduct. Â From the date hereof to the Closing, except as set forth in Schedule 5.01 or otherwise specifically required or permitted by the terms of this Agreement, Seller shall (w) use commercially reasonable efforts to operate the Facility and the Acquired Assets in the ordinary course of business consistent with past practice (the â€œOrdinary Courseâ€), (x) maintain the Acquired Assets in good working condition, (y) use commercially reasonable efforts to maintain the Acquired Assets in the Ordinary Course, and (z) comply in all material respects with all applicable Laws, and Seller shall not do any of the following in connection with the Facility or the Acquired Assets (and employees associated therewith) without the prior written consent of Purchaser (which consent shall not be unreasonably withheld or delayed):(a)adopt or amend any Seller Benefit Plan covering any In-Scope Employee except as required by applicable Law or Seller Benefit Plan or where such adoption or amendment would not result in any increase in cost to or any additional obligation of Purchaser;(b)other than as required by any Transferred Contract, Seller Benefit Plans or applicable Law, increase the annual level of compensation or wage rate payable to any of the In-Scope Employees;(c)enter into or negotiate any collective bargaining agreement or similar Contract;(d)hire any In-Scope Employee;(e)terminate (other than for cause) the employment of, furlough or temporarily lay off any In-Scope Employee;(f)sell, lease, license, transfer or otherwise dispose of any material assets that if not so sold, leased, licensed, transferred or disposed of prior to the Closing would constitute Acquired Assets, except (i) sales of inventory in the Ordinary Course and (ii) sales of raw materials, work-in-process, finished goods, supplies, parts, spare parts and other inventories in the Ordinary Course or assets that are obsolete or no longer used at the Facility;(g)violate, withdraw, materially amend, allow to lapse or otherwise take any action that would result in Seller or any of its Affiliates being in default (with or without notice or lapse of time or both) under the Lexington Lease or any material licenses, permits, authorizations, registrations, qualifications or approvals relating to the Facility, including the Transferred Permits, or take any other action or cause any other event that would result in the suspension, modification, revocation or nonrenewal thereof, or giving to any other person any right of termination, amendment or cancellation thereof;(h)settle, or offer or propose to settle, any lawsuit, action or other proceeding involving the Acquired Assets or the Facility (except in connection with a Casualty Loss orâ€‹33â€‹condemnation in accordance with Section 1.04Â) or any lawsuit, action or other proceeding that relates to the transactions contemplated hereby;(i)grant, create incur or suffer to exist any Lien (other than a Permitted Lien) on any portion of any Acquired Asset that will not be discharged, terminated and released on or prior to the Closing;(j)other than in the Ordinary Course, enter into, amend or modify in any material respect any Contract that is or would be a Transferred Contract, or otherwise waive, release or assign any material rights, claims or benefits of any Transferred Contract;(k)adopt or effect any complete or partial liquidation or authorize or undertake a dissolution, consolidation, restructuring or other reorganization of or file a petition in bankruptcy under any provisions of federal or state bankruptcy Law or consent to the filing of any bankruptcy petition against Seller or any of its Subsidiaries;(l)enter into or amend any contract that is for the employment or engagement of any Person who is or is expected to be an In-Scope Employee on a full-time, part-time or consulting basis;(m)(i) enter into any new contracts, leases, licenses or other agreements respecting or place or create any Liens on the Facility or amend the Lexington Lease, or consent to any sublease, assignment or amendment of any agreement affecting the Facility in each case without the prior written consent

of Purchaser, which consent may be withheld in Purchaserâ€™s sole discretion, or (ii)Â remove any of the Acquired Assets from the Facility except in the Ordinary Course of the business or without Purchaserâ€™s prior written consent, in Purchaserâ€™s sole discretion; or(n)commit or agree, whether in writing or otherwise, to do any of the foregoing prohibited by this Section 5.01Â .SECTION 5.02Â Access. Â From the date hereof to the Closing, Seller shall, and shall cause its Affiliates to, (a) give Purchaser and its Affiliates and their respective officers, employees, advisors, agents or other representatives access, upon reasonable prior notice during normal business hours, to the facilities, personnel, properties, books and records of Seller and its Affiliates to the extent relating to any of the Acquired Assets, the Assumed Liabilities, the Facility or the Operations; (b) give Purchaserâ€™s current or potential customers access, upon reasonable prior notice, during normal business hours, to the Facility; (c) furnish to Purchaser and its Affiliates and their respective officers, employees, advisors, agents or other representatives such financial and operating data and other information relating to the Acquired Assets, the Assumed Liabilities, the Facility or the Operations as such Persons may reasonably request; and (d) use their respective commercially reasonable efforts to obtain the assistance of Sellerâ€™s and its Affiliatesâ€™ employees, counsel and accountants in connection with Sellerâ€™s and its Affiliatesâ€™ cooperation with Purchaserâ€™s investigation of the Acquired Assets, the Assumed Liabilities, the Facility and the Operations (and the identification thereof); provided, however, that such access, information requests and other cooperation (i) does not unreasonably disrupt the normal operations of Seller, Seller Parent or their Affiliates or the Facility in any material respect, and (ii) would not violateâ€‹34â€‹any attorney-client privilege of Seller, Seller Parent or any of their Affiliates or violate any applicable Law in any material respect; provided, further that, with respect to clause (ii), Seller shall, and shall cause its Affiliates to, use commercially reasonable efforts to enable such access (or as much of it as possible) in a manner that does not result in a loss of attorney-client privilege or violation of Law, as applicable. Â Seller, Seller Parent or any of their representatives shall have the right to accompany (A) Purchaser or its inspectors during any inspection at the Facility or any of the Acquired Assets and (B) Purchaserâ€™s customers or potential customers during any visit or inspection at the Facility. Â All inspections and testing shall be non-invasive to the Facility. Â Such rights of access explicitly exclude any intrusive or invasive environmental testing or sampling, including subsurface testing of soil, surface water or groundwater at any owned or leased real property of Seller, Seller Parent or any of their Affiliates.SECTION 5.03Â Lexington Confidential Information.(a)Following the Closing, Seller and Seller Parent shall, and shall cause their respective Affiliates to treat and hold any proprietary and confidential information to the extent such information constitutes Acquired Assets (collectively, the â€œLexington Confidential Informationâ€) with at least the same degree of care, but no less than reasonable care, with which it protects its own confidential information. Â Lexington Confidential Information shall not be used by Seller, Seller Parent or their respective Affiliates except in accordance with the next sentence. Â For the avoidance of doubt, this Section 5.03Â shall not limit or restrict in any manner the disclosure or use of Lexington Confidential Information by Seller, Seller Parent and their respective Affiliates in connection with providing services to Purchaser and its Affiliates under any Other Transaction Document; provided that nothing herein shall limit Sellerâ€™s, Seller Parentâ€™s, or their respective Affiliatesâ€™ obligations pursuant to any other portion of this Agreement or any Other Transaction Document.(b)The obligations of confidentiality contained in Section 5.03Â (a) with respect to the Lexington Confidential Information shall not apply to any information to the extent that (i) it is already, or becomes, publicly available or otherwise part of the public domain after the Closing Date, and other than through any fault of Seller, Seller Parent or any of their respective Affiliates in breach of this Agreement or any other obligation of confidentiality, (ii) it is disclosed to Seller or any of its Affiliates after the Closing Date, other than under an obligation of confidentiality, by a Third Party who to the Knowledge of Seller after reasonable inquiry with such Third Party has no obligation of any nature to Purchaser not to disclose such information to others or (iii) it can be shown to be acquired or developed independently by Seller after the Closing Date without reference to any Lexington Confidential Information in possession of Seller or any of its Affiliates as of immediately prior to the Closing.(c)Notwithstanding Section 5.03Â (a), Seller may disclose Lexington Confidential Information to the extent required by any Governmental Entity or otherwise as required by Law or legal process. Â Before disclosing Lexington Confidential Information pursuant to this Section 5.03Â (c), Seller shall provide Purchaser with reasonably prompt notice of any court order, subpoena or interrogatories that requires disclosure of the Lexington Confidential Information so that Purchaser may seek a protective order or other appropriate remedy or waive compliance with this Agreement to the extent legally permitted. Â Seller shall consult with Purchaser on the advisability of taking steps to resist or narrow such request or requirement and shallâ€‹35â€‹otherwise cooperate with the efforts of Purchaser to protect the Lexington Confidential Information. Â Further, in the event such disclosure is required by any Governmental Entity, Seller shall (i) redact mutually agreed upon portions of the Lexington Confidential Information, (ii) submit a request to such Governmental Entity that such portions of the Lexington Confidential Information receive confidential treatment or otherwise be held in the strictest confidence to the fullest extent permitted by applicable Law and (iii) be permitted to rely on the advice of Sellerâ€™s counsel with respect to its disclosure obligations under such requirement.SECTION 5.04Â Exclusive Dealings. Â [***].â€‹SECTION 5.05Â Shared Contracts. Seller shall use its commercially reasonable efforts, prior to the Closing and for a period of no longer than the later of [***] ([***]) months and [***] following the Closing (unless otherwise agreed under the Transition Services Agreement), to cause each Contract set forth on Schedule 5.05, as such Schedule may be updated by Seller not less than three Business Days prior to Closing to include any Contracts that are material to, but not exclusively used in, the Operations and that are entered into by Seller or any of its Affiliates after the date of this Agreement to the extent Purchaser does not object to such updates, in its reasonable discretion (each such Contract, a â€œShared Contractâ€) to be equitably apportioned (such that the rights and obligations of Purchaser and Seller are separated) through appropriate amendments and new Contracts entered into prior to, on or after the Closing Date so that Purchaser shall be entitled to the economic rights and benefits, and shall be responsible for any related economic burden, relating to the Operations thereunder and Seller or its applicable Affiliate shall be entitled to the economic rights and benefits, and shall be responsible for any related economic burden, relating to the balance of the subject matter of such Shared Contract (including any assets, properties or business not required to be transferred to Purchaser pursuant to this Agreement or any Other Transaction Document). Â Seller shall consult with Purchaser with respect to the amendment of such Shared Contracts and the negotiation of such new Contracts and, with respect to any amended Shared Contract or new Contract to be assigned to or executed by Purchaser, shall give Purchaser the ability to comment thereon and shall consider in good faith any reasonable comments provided by Purchaser. Â If any such Shared Contract cannot be so amended (and new Contracts cannot be entered into) within such period, or if either of the foregoing would impair the benefits that either Purchaser or Seller would expect to derive from such amended Shared Contract, then the Parties shall use their respective commercially reasonable efforts to obtain for Purchaser an arrangement to provide Purchaser with the benefits of such Shared Contract in some other manner, including Seller and Purchaser entering into such lawful and commercially reasonable arrangements to place Purchaser in substantially the same economic and liability position as if such amendments and new Contracts were entered into in accordance with the foregoing (including by entering into sub-contracting, sub-licensing or sub-leasing arrangements for the benefit of Purchaser or enforcing for the benefit of Purchaser any and all rights of Seller against any Third Party to a Shared Contract to the extent relating to the Operations); provided, such arrangement does not infringe upon the legal rights of any Third Party, violate any Law or require Seller or any of its Affiliates to extend any credit, including by being liable for any order for which Purchaser has not prepaid such cost to Seller. Â The obligations of Seller pursuant to this Section 5.05 shall not extend beyond the remaining term of the applicable Shared Contract as of the Closing Date.â€‹36â€‹SECTION 5.06Â License and Covenant not to Sue. Effective as of the Closing, Seller and Seller Parent, on behalf of themselves and their Affiliates, hereby irrevocably and perpetually grant to Purchaser a non-exclusive license, with the right to sublicense in one or more tiers, under the Operations Intellectual Property to conduct the Operations and to use and otherwise exploit the Acquired Assets, at or in connection with the Facility, and covenant that none of them shall, directly or indirectly, sue or commence, knowingly aid or prosecute or cause to be commenced, knowingly aided or prosecuted any action, suit or proceeding against Purchaser with respect to Purchaserâ€™s use of the Operations Intellectual Property to the extent such use is (a) necessary or used in the conduct of the Operations or (b) in connection with the use or other exploitation of the Acquired Assets, at or in connection with the Facility. Â The foregoing license and covenant may not be assigned or otherwise transferred except to an Affiliate of Purchaser engaged in the Operations at the Facility and/or to any acquirer or divested entity in connection with a sale, assignment, transfer or any other disposition or divestiture (in whole and not in part) of the Facility.ARTICLE VIâ€‹Representations and Warranties of Purchaser and GenezenExcept as set forth in the Purchaser Disclosure Schedule attached hereto (the â€œPurchaser Disclosure Scheduleâ€) (provided that the disclosure of an item in one section of the Purchaser Disclosure Schedule shall be deemed to be a disclosure in (a) only the corresponding section of the Purchaser Disclosure Schedule and (b) any other section of the Purchaser Disclosure Schedule only to the extent it is reasonably apparent from a reading of the text of such disclosure that such disclosure is applicable to such other section of the Purchaser Disclosure Schedule), Purchaser and Genezen, jointly and severally, represent and warrant to Seller and Seller Parent, as of the date hereof and as of the Closing Date, as follows:SECTION 6.01Â Organization, Standing and Authority; Execution and Delivery; Â Enforceability.(a)Each of Purchaser and Genezen is a corporation duly formed, validly existing and in good standing under the laws of the Delaware and has all requisite corporate power and authority to carry on its business as now conducted and as presently proposed to be conducted. Â Each of Purchaser and Genezen is duly qualified to transact business and is in good standing in each jurisdiction in which the failure to so qualify, individually or in the aggregate, would reasonably be expected to have a Purchaser Material Adverse Effect. Â Each of Purchaser and Genezen has all requisite power and authority to enter into this Agreement and the Other Transaction Documents to which it is, or is specified to be, a party and to consummate the transactions contemplated hereby and thereby. Â All acts and other proceedings required to be taken by Purchaser or Genezen to authorize the execution, delivery and performance of this Agreement and the Other Transaction Documents to which it is, or is specified to be, a party and to consummate the transactions contemplated hereby and thereby have been duly and properly taken.(b)This Agreement has been duly executed and delivered by each of Purchaser and Genezen and, at or prior to the Closing, Purchaser or Genezen as the case may be, will each have duly executed and delivered each Other Transaction Document to which it is, or is specified to be, a party. Â Assuming that this Agreement has been duly authorized, executed and delivered by Seller, this Agreement constitutes, and, upon the due authorization, execution and delivery of theâ€‹37â€‹Other Transaction Documents by each other party thereto, each Other Transaction Document to which Purchaser or Genezen is, or is specified to be party, will constitute, a legal, valid and binding obligation of Purchaser and Genezen, as applicable, enforceable against Purchaser and Genezen, applicable, in accordance with its terms, subject, as to enforcement, to applicable bankruptcy, insolvency, moratorium, reorganization, fraudulent conveyance or similar Laws affecting the enforcement of creditorsâ€™ rights generally and to general equitable principles (whether considered in a proceeding in equity or at law).SECTION 6.02Â Valid Issuance of Shares; Parent Capitalization. (a)The Closing Stock Payment, the Convertible Note and the securities to be issued upon conversion of the Convertible Note (the â€œConversion Sharesâ€) will be issued in compliance with all applicable federal and state securities laws. Â When issued, sold and delivered in accordance with the terms and for the consideration set forth in this Agreement and the Other Transaction Documents, the Closing Stock Payment and the Conversion Shares will be validly issued, fully paid and nonassessable and free of restrictions on transfer other than restrictions on transfer under the Series C Documents, applicable state and federal securities laws and liens or encumbrances created by or imposed by Seller.(b)The authorized capital of Genezen consists, immediately prior to the Closing, of:(i)[***] shares of common stock, par value $0.001 per share (â€œGenezen Common Stockâ€), [***] shares of which are issued and outstanding immediately prior to the Closing. Â All of the outstanding shares of Genezen Common Stock have been duly authorized, are fully paid and nonassessable and were issued in compliance with all applicable federal and state securities laws;(ii)[***] shares of preferred stock, par value $0.001 per share (â€œGenezen Preferred Stockâ€), [***] of which have been designated Series A Preferred Stock, [***] of which are issued and outstanding immediately prior to the Closing, [***] of which have been designated Series B Preferred Stock, [***] of which are issued and outstanding immediately prior to the Closing and [***] of which will have been designated Series C Preferred Stock, prior to the Closing, [***] of which will be issued in connection with the Series C Financing and none of which are issued and outstanding immediately prior to the Closing. Â The rights, privileges and preferences of Genezen Preferred Stock are as stated in the Second Amended and Restated Certificate of Incorporation of Genezen, as amended from time to time, and as provided by the Delaware General Corporation Law. All of the outstanding shares of Genezen Preferred Stock (A) have been Â (or with respect to the Series C Preferred Stock, at Closing, will be) duly authorized, (B) Â are (or with respect to the Series C Preferred Stock, at Closing, will be) fully paid and nonassessable and (C) were (or with respect to the Series C Preferred Stock, at Closing, will be) issued in compliance with all applicable federal and state securities laws in all material respects. Each series of â€‹38â€‹Genezen Preferred Stock is convertible into Genezen Common Stock on a one-for-one basis as of the date of this Agreement and the consummation of the transactions contemplated under this Agreement will not result in any anti-dilution adjustments or other similar adjustments to any of the outstanding shares of capital stock of Genezen; and(iii)Genezen holds no shares of Genezen Common Stock or Genezen Preferred Stock in its treasury.(c)Genezen has reserved [***] shares of Genezen Common Stock for issuance to officers, directors, employees and consultants of Genezen pursuant to its 2023 Stock Option and Grant Plan duly adopted by the Board of Directors and approved by Genezen stockholders (the â€œGenezen Stock Planâ€). Â Of such reserved shares of Genezen Common Stock, [***] shares have been issued pursuant to restricted stock purchase agreements or restricted stock grants and are currently outstanding, [***], and [***] shares of Genezen Common Stock remain available for issuance to officers, directors, employees and consultants pursuant to the Genezen Stock Plan. Genezen has furnished to Seller complete and accurate copies of the Genezen Stock Plan and forms of agreements used thereunder. Genezen has reserved for issuance [***] stock appreciation rights (â€œSARsâ€) pursuant to Genezenâ€™s 2021 Stock Appreciation Rights Plan (the â€œSARs Planâ€). Of such reserved SARs, [***] have been issued pursuant to award agreements, and [***] SARs remain available for issuance to officers, directors, employees and consultants pursuant to the SARs Plan.(d)Section 6.02Â (c) of the Purchaser Disclosure Schedule sets forth the detailed capitalization of Genezen immediately following the Closing. Â Except for (A) the rights provided in Article IV of the Second Amended and Restated Investorsâ€™ Rights Agreement of Genezen, dated as of November 1, 2023 by and among Genezen and the other parties thereto, and (B) the securities and rights described in Section 6.02Â (c) of the Purchaser Disclosure Schedule, there are no outstanding options, warrants, rights (including conversion or preemptive rights and rights of first refusal or similar rights) or agreements, orally or in writing, to purchase or acquire from Genezen any shares of Genezen Preferred Stock or Genezen Preferred Stock, or any securities convertible into or exchangeable for shares of Genezen Preferred Stock or Genezen Preferred Stock. Â No option to purchase securities of Genezen is exercisable for any class or series of Genezen Preferred Stock.(e)None of Genezenâ€™s stock purchase agreements or stock option documents contains a provision for acceleration of vesting (or lapse of a repurchase right) or other changes in the vesting provisions or other terms of such agreement or understanding upon the occurrence of any event or combination of events, including without limitation in the case where the Genezen Stock Plan is not assumed in an acquisition. Â Genezen has never adjusted or amended the exercise price of any stock options previously awarded, whether through amendment, cancellation, replacement grant, repricing, or any other means. Â Except as set forth in the Second Amended and Restated Certificate of Incorporation of Genezen, Genezen has no obligation (contingent or otherwise) to purchase or redeem any of its capital stock or any securities convertible into or exercisable for shares of Genezenâ€™s capital stock, and all preemptive rights and rights of first refusal or similar rights with respect to any issuances of Genezenâ€™s capital stock or any securities convertible into or exercisable for shares of Genezenâ€™s capital stock have been complied with or properly waived.â€‹39â€‹(f)Genezen has obtained valid waivers of any rights by other parties to purchase any of the Closing Stock Payment covered by this Agreement.SECTION 6.03Â No Conflicts; Consents.(a)Except as set forth on Section 6.03Â of the Purchaser Disclosure Schedule, the execution and delivery of this Agreement by each of Purchaser and Genezen does not, and the execution and delivery by Purchaser or Genezen of each Other Transaction Document to which it is, or is specified to be, a party will not, and the consummation of the transactions contemplated hereby and thereby and compliance by Purchaser and Genezen with the terms and conditions hereof and thereof will not, conflict with, or result in any violation of or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancelation or acceleration of any obligation or to loss of a benefit under, or result in the creation of any Lien (other than Liens arising solely from acts or omissions of Seller or its Affiliates) upon any of the properties or assets of Purchaser or Genezen under, any provision of (i) the organizational documents of Purchaser or Genezen, (ii) any Contract to which Purchaser or Genezen is a party or by which any of their respective properties or assets are bound or (iii) any Injunction, or, subject to the matters referred to in paragraph (b) below, Law applicable to Purchaser or Genezen or their respective properties or assets, other than, in the case of clauses (ii) and (iii) above, any such items that, individually or in the aggregate, would not be reasonably likely to have a Purchaser Material Adverse Effect.(b)No consent, waiver, approval, license, permit, order or authorization of, or registration, declaration or filing with, any Governmental Entity is required to be obtained or made by or with respect to Purchaser or Genezen in connection with the execution, delivery and performance of this Agreement, the Other Transaction Documents to which it is, or is specified to be, a party or the consummation of the transactions contemplated hereby or thereby, other than (i) those that may be required solely by reason of Sellerâ€™s or any Affiliate of Sellerâ€™s (as opposed to any other Third Partyâ€™s) participation in the transactions contemplated hereby or by the Other

Transaction Documents and (ii) such consents, waivers, approvals, licenses, permits, orders, authorizations, registrations, declarations and filings the absence of which, or the failure to make or obtain which, individually or in the aggregate, would not be reasonably likely to have a Purchaser Material Adverse Effect.SECTION 6.04Â Actions, Proceedings and Litigation. Â None of Purchaser, Genezen or, to the Knowledge of Purchaser, any of Genezenâ€™s key employees is a party to or is subject to (a) provisions of any order, writ, injunction, judgment or decree of any arbitration tribunal or Governmental Entity (in the case of key employees, in their capacity as such) or (b) investigations by any Governmental Entity which are pending or, to the Knowledge of Purchaser, threatened against Purchaser or Genezen, other than, in each case, any such items that, individually or in the aggregate, would not be reasonably likely to have a Purchaser Material Adverse Effect. Â There are no lawsuits, claims, actions, arbitrations, complaints, investigations or other proceedings pending, or to the Knowledge of Purchaser, threatened either (i) against Purchaser, Genezen or any of their respective Affiliates, or any key employee of Genezen arising out of their employment with Genezen or (ii) that questions the validity of this agreement or any Other Transaction Documents or the right of Genezen to enter into them, or to consummate the transactions contemplated by this agreement and the Other Transaction Documents that, in any case, individually or in the aggregate,â€‹40â€‹would reasonably be expected to result in a Purchaser Material Adverse Effect. Â None of Purchaser, Genezen or any of their respective Affiliates is party or subject to or in default under any unsatisfied judgment, other than such judgments or defaults that, individually or in the aggregate, would not reasonably be expected to result in a Purchaser Material Adverse Effect. Â There is no action, suit, proceeding or investigation by Genezen pending or which Genezen intends to initiate.SECTION 6.05Â Intellectual Property. (a)Genezen owns or possesses, or believes it can acquire on commercially reasonable terms, sufficient legal rights to, all of the Intellectual Property it purports to own or control (â€œParent Intellectual Propertyâ€) without any known conflict with, or infringement of, the rights of others, including prior employees or consultants. Â To the Knowledge of Purchaser, no product or service marketed or sold (or proposed to be marketed or sold) by Genezen violates or will violate any license or infringes or will infringe any intellectual property rights of any other Person. (b)Genezen has not received any communications alleging that Genezen has violated, or by conducting its business (as currently conducted), would violate any of the patents, trademarks, service marks, tradenames, copyrights, trade secrets or other proprietary rights or processes of any other Person. Â Genezen has obtained and possesses valid licenses to use all of the software programs present on the computers and other software-enabled electronic devices that it owns or leases or that it has otherwise provided to its employees for their use in connection with Genezenâ€™s business.(c)To the Knowledge of Purchaser, it will not be necessary to use any Inventions of any of its employees or consultants (or Persons it currently intends to hire) made prior to their employment by Genezen, including prior employees or consultants. Â Each employee, consultant or contractor engaged by Genezen has executed a legally binding agreement pursuant to which he, she, or it has assigned and agreed to assign to Genezen all intellectual property rights he or she owns or may in the future own that are related to Genezenâ€™s business as now conducted and all intellectual property rights that he, she or it solely or jointly has or will conceive, reduce to practice, develop or make during the period of his, her or its employment or consulting relationship with Genezen that (a) relates, at the time of conception, reduction to practice, development, or making of such intellectual property right, to Genezenâ€™s business as then conducted, (b) is developed on any amount of Genezenâ€™s time or with the use of any of Genezenâ€™s equipment, supplies, facilities or information or (c) results from the performance of services for Genezen, except as, individually or in the aggregate, would not reasonably be expected to have a Purchaser Material Adverse Effect.(d)Genezen enters into confidentiality agreements with all Persons with whom it shares confidential information, other than where the disclosure of such confidential information, individually or in the aggregate, would not reasonably be expected to have a Purchaser Material Adverse Effect.(e)No government funding, facilities of a university, college, other educational institution or research center, or funding from Third Parties was used in the development of any Parent Intellectual Property. Â No Person who was involved in, or who contributed to, the creationâ€‹41â€‹or development of any Parent Intellectual Property, has performed services for the government, university, college, or other educational institution or research center in a manner that would affect Genezenâ€™s rights in Parent Intellectual Property, or belief that it can acquire on commercially reasonable terms sufficient legal rights to all Parent Intellectual Property.(f)For purposes of this Section 6.05Â , Genezen shall be deemed to have knowledge of a patent right if Genezen has actual knowledge of the patent right or would be found to be on notice of such patent right as determined by reference to United States patent laws.SECTION 6.06Â Compliance with Other Instruments. Â Genezen is not, and in the past [***] ([***]) years has not been, in violation or default (i) of any provisions of its Amended and Restated Certificate of Incorporation or Bylaws, (ii) of any instrument, judgment, order, writ or decree, (iii) under any note, indenture or mortgage, or (iv) under any lease, agreement, contract or purchase order to which it is a party or by which it is bound that is required to be listed on Section 6.06Â the Purchaser Disclosure Schedule, or (v) to the Knowledge of Purchaser, of any provision of federal or state statute, rule or regulation applicable to Genezen, which violation or default in any of clauses (ii) through (v), individually or in the aggregate, would reasonably be expected to have a Purchaser Material Adverse Effect.SECTION 6.07Â Certain Transactions. Â Other than (i) standard employee offer letters, proprietary information agreements with employees and consultants and benefits generally made available to all employees, (ii) standard director and officer indemnification agreements approved by the Board of Directors of Genezen, and (iii) the purchase of shares of Genezenâ€™s capital stock and the issuance of options to purchase shares of Genezen Preferred Stock, in each instance, approved in the written minutes of the Board of Directors of Genezen, there are no agreements, understandings or proposed transactions between Genezen and any of its officers or directors. Â Genezen is not indebted, directly or indirectly, to any of its directors, officers or employees or to their respective spouses or children, or to any Affiliate of any of the foregoing other than in connection with expenses or advances of expenses incurred in the Ordinary Course or employee relocation expenses and for other customary employee benefits made generally available to all employees.SECTION 6.08Â Property. Â The property and assets that Genezen owns are free and clear of all Liens, other than Permitted Liens, that do not materially impair Genezenâ€™s ownership or use of such property or assets. Â With respect to the property and assets it leases, Genezen is in material compliance with such leases and holds a valid leasehold interest free of any liens, claims or encumbrances other than those of the lessors of such property or assets. Â Genezen does not own any real property.SECTION 6.09Â Financial Information. Â Genezen has delivered to Seller its audited financial statements as of and for the fiscal year ended December 31, 2023 and unaudited financial statements (including balance sheet, income statement and statement of cash flows) as of March 31, 2024 (the â€œBalance Sheet Dateâ€) and for the three-month period ended on the Balance Sheet Date (collectively, the â€œGenezen Financial Statementsâ€). Â The Genezen Financial Statements have been prepared in accordance with U.S. GAAP applied on a consistent basis throughout the periods indicated, except that the unaudited Genezen Financial Statements may not contain all footnotes required by U.S. GAAP. Â The Genezen Financial Statements fairly present in all material respectsâ€‹42â€‹the financial condition and operating results of Genezen as of the dates, and for the periods, indicated therein, subject in the case of the unaudited Genezen Financial Statements to normal year-end audit adjustments. Â Except as set forth in the Genezen Financial Statements, Genezen has no material liabilities or obligations, contingent or otherwise, other than (i) liabilities incurred in the Ordinary Course subsequent to the Balance Sheet Date; (ii) obligations under contracts and commitments incurred in the Ordinary Course; and (iii) liabilities and obligations of a type or nature not required under U.S. GAAP to be reflected in the Genezen Financial Statements, which, in all such cases, individually and in the aggregate would not have a Purchaser Material Adverse Effect. Â Genezen maintains and will continue to maintain a standard system of accounting established and administered in accordance with U.S. GAAP.SECTION 6.10Â Changes. Â Since the Balance Sheet Date, there has not been:(a)any change in the assets, liabilities, financial condition or operating results of Genezen, except changes in the Ordinary Course that have not caused and could not reasonably be expected to result in, individually or in the aggregate, a Purchaser Material Adverse Effect; or(b)to the Knowledge of Purchaser, any other event or condition of any character, other than events affecting the economy or Genezenâ€™s industry generally and not having a disproportionate impact on Genezen, that could reasonably be expected to result in, individually or in the aggregate, a Purchaser Material Adverse Effect.SECTION 6.11Â Financing Commitment. Â Genezen has delivered to Seller a true and complete copy of an equity commitment letter (together with all term sheets and attachments thereto), attached hereto as Exhibit H, from the parties identified therein committing, subject to (and only to) the terms and conditions expressly set forth therein, to provide a portion of the Series C Financing in the form of equity financing (subject to adjustment on the terms set forth therein) to the Person(s) identified in such equity commitment letter (the â€œEquity Commitment Letterâ€). Â The obligation to fund the full commitment under the Equity Commitment Letter is not subject to any conditions precedent, other than the conditions expressly set forth in the Equity Commitment Letter. Â The Equity Commitment Letter is in full force and effect as of the date hereof and constitutes the valid and binding obligation of Genezen and each other Person party thereto. Â The Equity Commitment Letter provides, and will continue to provide, that Seller is an express third-party beneficiary of the Equity Commitment Letter and Seller is entitled to enforce, directly or indirectly, the Equity Commitment Letter in accordance with its terms. Â The Equity Commitment Letter has not been amended or modified as of the date of this Agreement, and the respective commitment contained in the Equity Commitment Letter has not been withdrawn or rescinded in any respect as of the date hereof.SECTION 6.12Â Employee Matters.(a)As of March 31, 2024, Genezen employed [***] full-time employees [***].(b)Genezen is not delinquent in payments to any of its employees, consultants, or independent contractors for any wages, salaries, commissions, bonuses, or other direct compensation for any service performed for it to the date hereof or amounts required to be reimbursed to such employees, consultants, or independent contractors. Â Genezen has complied inâ€‹43â€‹all material respects with all applicable local state and federal equal employment opportunity laws and with other laws related to employment and labor, including those related to wages, hours, worker classification, and collective bargaining. Â To the Knowledge of Purchaser, Genezen has withheld and paid to the appropriate Governmental Entity or is holding for payment not yet due to such Governmental Entity all amounts required to be withheld from employees of Genezen and is not liable for any arrears of wages, taxes, penalties, or other sums for failure to comply with any of the foregoing.(c)To the Knowledge of Purchaser, none of the key employees of Genezen has been (i) subject to voluntary or involuntary petition under the federal bankruptcy laws or any state insolvency law or the appointment of a receiver, fiscal agent or similar officer by a court for his or her business or property; (ii) convicted in a criminal proceeding or named as a subject of a pending criminal proceeding (excluding traffic violations and other minor offenses); (iii) subject to any order, judgment or decree (not subsequently reversed, suspended, or vacated) of any court of competent jurisdiction permanently or temporarily enjoining him or her from engaging, or otherwise imposing limits or conditions on his or her engagement in any securities, investment advisory, banking, insurance, or other type of business or acting as an officer or director of a public company; or (iv) found by a court of competent jurisdiction in a civil action or by the Securities and Exchange Commission or the Commodity Futures Trading Commission to have violated any federal or state securities, commodities, or unfair trade practices law, which such judgment or finding has not been subsequently reversed, suspended, or vacated.(d)Neither Genezen nor any Person, trade or business treated at any relevant time as a single employer with Genezen pursuant to Section 414(b), (c), (m) or (o) of the Code has ever maintained, sponsored, contributed to, been obligated to contribute to (i) an employee benefit plan that is or was, subject to Title IV of ERISA; (ii) a â€œmultiemployer planâ€ (within the meaning of Sections 3(37) or 4001(a)(3) of ERISA) under Subtitle E of ERISA; (iii) a â€œmultiple employer planâ€ within the meaning of Section 4063 or 4064 of ERISA; (iv) a â€œmultiple employer welfare arrangementâ€ within the meaning of Section 3(40) of ERISA; (v) a â€œvoluntary employeesâ€™ beneficiary associationâ€ within the meaning of Section 501(c)(9) of the Code or other funding arrangement for the provision of welfare benefits (such disclosure to include the amount of any such funding); or (vi) a material employee welfare benefit plan (within the meaning of Section 3(2) of ERISA) that is not fully-insured by a Third Party insurer other than an account-based health plan.(e)Each employee benefit plan or program maintained or sponsored by (or required to be contributed to by) Genezen or any of its Affiliates is and has been established, operated, and administered in all material respects in accordance with applicable laws and regulations and with its terms, including without limitation ERISA and the Code.(f)No equity award granted under the Genezen Stock Plan, the SARs Plan, and the Genezen Laboratories, Inc. 2020 Stock Option Plan (the â€œOption Planâ€) is subject to Section 409A of the Code, and neither Genezen nor any of its Affiliates has taken any action with respect to any such equity award that would cause the equity award to become subject to Section 409A. Each such equity award grant was duly authorized and made in accordance with the terms of the Genezen Stock Plan, the SARs Plan, and/or the Option Plan, as applicable. Neither Genezen norâ€‹44â€‹any Affiliate has any â€œgross-upâ€ or indemnity obligation for Taxes imposed under Section 4999 or 409A of the Code.SECTION 6.13Â Tax Returns and Payments. Â There are no income or other material Taxes due and payable by Genezen which have not been timely paid. Â There are no material accrued and unpaid Taxes of Genezen which are due, whether or not assessed or disputed. Â There have been no examinations or audits of any Tax Returns of Genezen by any Governmental Entity. Â Genezen has duly and timely filed all income and other material Tax Returns required to have been filed by it and there are in effect no waivers of applicable statutes of limitations with respect to taxes for any year. Â Genezen has deducted, withheld, and timely paid to the appropriate Governmental Entity all material amounts of Taxes required to be deducted, withheld or paid in connection with amounts paid or owing to any employee, independent contractor, creditor, stockholder or other Third Party and has complied in with all reporting and recordkeeping requirements in all material respects.SECTION 6.14Â Permits. Â Genezen has all franchises, Permits, licenses and any similar authority necessary for the conduct of its business, the lack of which could reasonably be expected to have, individually or in the aggregate, a Purchaser Material Adverse Effect. Â Genezen is not in default in any respect under any of such franchises, permits, licenses or other similar authority, other than where such default, individually or in the aggregate, would not reasonably be expected to have a Purchaser Material Adverse Effect.SECTION 6.15Â Real Property Holding Corporation. Â Genezen is not now and has never been a â€œUnited States real property holding corporationâ€ as defined in the Code and any applicable regulations promulgated thereunder.SECTION 6.16Â Regulated Industries. Â Genezen is not engaged in insurance, banking and financial services, telecommunications, public utility businesses or any other regulated businesses, other than those regulated by the FDA.SECTION 6.17Â FDA Approvals. Â Genezen possesses all permits, licenses, registrations, certificates, authorizations, orders and approvals (â€œFDA Permitsâ€) from the FDA or similar federal, state or foreign regulatory authorities necessary to conduct its business as now conducted, except where failures to so comply, whether individually or in the aggregate, would not reasonably be expected to have a Purchaser Material Adverse Effect, taken as a whole. Â In the past [***] years, Genezen has not received any written notice of proceedings of the suspension, material modification, revocation or cancellation of any such FDA Permit, except where failures to so comply, whether individually or in the aggregate, would not reasonably be expected to have a Purchaser Material Adverse Effect, taken as a whole. Â Neither Genezen nor, to the Knowledge of Purchaser, any officer, employee or agent of Genezen has been convicted of any crime or engaged in any conduct that has previously caused or would reasonably be expected to result in (A) material disqualification or debarment by the FDA under 21 U.S.C. Sections 335(a) or (b), or any similar law, rule or regulation of any other Governmental Entities, (B) material debarment, suspension, or exclusion under any federal healthcare programs or by the General Services Administration, or (C) material exclusion under 42 U.S.C. Section 1320a-7 or any similar law, rule or regulation of any Governmental Entities. Â Neither Genezen nor, to the Knowledge of Purchaser, any of its officers, employees, or agents is the subject of any pending or, to the Knowledge ofâ€‹45â€‹Purchaser, threatened investigation by FDA pursuant to its â€œFraud, Untrue Statements of Material Facts, Bribery, and Illegal Gratuitiesâ€ policy as stated at 56 Fed. Reg. 46191 (September 10, 1991) (the â€œFDA Application Integrity Policyâ€) and any amendments thereto, or by any other similar Governmental Entity pursuant to any similar policy. Â Neither Genezen nor, to the Knowledge of Purchaser, any of its officers, employees, and agents has committed any act, made any statement or failed to make any statement that would reasonably be expected to provide a basis for FDA to invoke the FDA Application Integrity Policy or for any similar Governmental Entity to invoke a similar policy. Â Neither Genezen nor, to the Knowledge of Purchaser, any of its officers, employees, or agents has made any false statements on, or material omissions from, any notifications, applications, approvals, reports and other submissions to FDA or any similar Governmental Entity as of the date of submission, except where such notification, application, approval, report or other submission was corrected in or supplemented by a subsequent notification, application, approval, report or other submission, except where failures to so comply, whether individually or in the aggregate, would not reasonably be expected to have a Purchaser Material Adverse Effect, taken as a whole.SECTION 6.18Â FDA Regulation. Genezen is, and in the past [***] years has been, in compliance with the Federal Food, Drug, and Cosmetic Act, 21 U.S.C. Section 301 et seq., as applicable to Genezen, and any applicable laws regarding developing, testing, manufacturing, marketing, distributing or promoting pharmaceuticals, except where failures to so comply, whether individually or in the aggregate, would not reasonably be expected to have a Purchaser Material Adverse Effect, taken as a whole.SECTION 6.19Â Money Laundering. Â To the Knowledge of Purchaser, Genezen is in compliance, and in the past has complied with all applicable laws and regulations relating to the prevention of money laundering of any Governmental Entity applicable to it or its property or in respect of its operations, including all applicable financial record-keeping, know-your-customer and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended (â€œMoney Laundering Lawsâ€). Â No action, suit or proceeding by or before any Governmental Entity or any arbitrator involving Genezen with respect to the Money Laundering Laws is pending or, to the Knowledge of Purchaser, threatened.SECTION 6.20Â OFAC. Â Genezen is not, and is not acting on behalf of: (i) a Sanctioned Country or Sanctioned Person, (ii) a Person unlawfully engaged, directly or indirectly, in any transactions or other activities with

a Sanctioned Country or Sanctioned Person, (iii) a Person that resides or has a place of business in a Sanctioned Country or which is designated as a Non-Cooperative Jurisdiction by the Financial Action Task Force on Money Laundering, or whose subscription funds are transferred from or through such a jurisdiction, (iv) a â€œForeign Shell Bankâ€ within the meaning of the USA PATRIOT ACT, i.e., a foreign bank that does not have a physical presence in any country and that is not affiliated with a bank that has a physical presence and an acceptable level of regulation and supervision, (v) a Person that resides in, or is organized under the laws of, a jurisdiction designated by the U.S. Secretary of the Treasury under Section 311 or Section 312 of the USA Patriot Act as warranting special measures due to money laundering concerns, (vi) a Person that is designated by the U.S. Secretary of the Treasury as warranting such special measures due to money laundering concerns or (vii) a Person that otherwise appears on any U.S. government provided list of known or suspected terrorists or terrorist organizations.â€‹46â€‹Genezen has not engaged in transactions of any type with any such listed party in the past and is not currently engaging in such transactions.SECTION 6.21Â Foreign Corrupt Practices Act. Neither Genezen nor, to the Knowledge of Purchaser, any of its officers, directors, employees or agents have, directly or indirectly, made, offered, promised or authorized any payment or gift of any money or anything of value to or for the benefit of any Â â€œforeign officialâ€ (as such term is defined in the FCPA), foreign political party or official thereof or candidate for foreign political office for the purpose of (i) influencing any official act or decision of such official, party or candidate, (ii) inducing such official, party or candidate to use his, her or its influence to affect any act or decision of a foreign governmental authority, or (iii) securing any improper advantage, in the case of (i), (ii) and (iii) above in order to assist Genezen or any of its Affiliates in obtaining or retaining business for or with, or directing business to, any person. Â Neither Genezen nor, to the Knowledge of Purchaser, any of its officers, directors, employees or agents have made or authorized any bribe, rebate, payoff, influence payment, kickback or other unlawful payment of funds or received or retained any funds in violation of any law, rule or regulation. Â Neither Genezen nor, to the Knowledge of Purchaser, any of its officers, directors or employees are the subject of any allegation, voluntary disclosure, investigation, prosecution or other enforcement action related to the FCPA or any other anti-corruption law.SECTION 6.22Â Export Control Laws. Genezen has conducted any export transactions in accordance with applicable provisions of United States export control laws and regulations, including the Export Administration Regulations, the International Traffic in Arms Regulations, the regulations administered by OFAC, and the export control laws and regulations of any other applicable jurisdiction.SECTION 6.23Â Investment Company Status. Â Genezen is not an investment company within the meaning of the Investment Company Act of 1940, as amended.SECTION 6.24Â Insurance. Â Genezen has in full force and effect insurance policies concerning such casualties as would be reasonable and customary for companies like Genezen.SECTION 6.25Â No Brokers. Â Other than [***], no broker, finder or investment banker has acted for Purchaser, Genezen or any of their respective Affiliates in connection with this Agreement or the transactions contemplated hereby or is entitled to any brokerage fee, finderâ€™s fee or commission in respect thereof.SECTION 6.26Â DISCLAIMER. Â EACH OF SELLER AND SELLER PARENT ACKNOWLEDGES THAT (A) EXCEPT AS EXPRESSLY SET FORTH IN THIS ARTICLE VI AND AS EXPRESSLY SET FORTH IN THE OTHER TRANSACTION DOCUMENTS, NEITHER PURCHASER, GENEZEN NOR ANY OTHER PERSON HAS MADE ANY REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, AS TO PURCHASER, GENEZEN OR ANY OTHER ASPECT OF THE RESPECTIVE BUSINESSES OF PURCHASER, GENEZEN AND THEIR RESPECTIVE AFFILIATES OR THE ACCURACY OR COMPLETENESS OF ANY INFORMATION IN RELATED THERETO FURNISHED OR MADE AVAILABLE TO PURCHASER AND ITS REPRESENTATIVES AND (B) NEITHER SELLER NOR SELLER PARENT HAS RELIED ON ANY REPRESENTATION ORâ€‹47â€‹WARRANTY FROM PURCHASER, GENEZEN OR ANY OTHER PERSON WITH RESPECT THERETO OR ANY OTHER ASPECT OF THE RESPECTIVE BUSINESSES OF PURCHASER, GENEZEN AND THEIR RESPECTIVE AFFILIATES OR THE ACCURACY OR COMPLETENESS OF ANY INFORMATION FURNISHED OR MADE AVAILABLE TO SELLER, SELLER PARENT AND THEIR RESPECTIVE REPRESENTATIVES IN DETERMINING TO ENTER INTO THIS AGREEMENT, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS ARTICLE VI AND AS EXPRESSLY SET FORTH IN THE OTHER TRANSACTION DOCUMENTS. Â IN ENTERING INTO THIS AGREEMENT, EACH OF SELLER AND SELLER PARENT HAVE RELIED SOLELY UPON ITS OWN INVESTIGATION AND ANALYSIS. Â EACH OF SELLER AND SELLER PARENT ACKNOWLEDGES THAT, SHOULD THE CLOSING OCCUR, SELLER SHALL ACQUIRE THE GENEZEN SERIES C PREFERRED STOCK AND THE CONVERTIBLE NOTE WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, AS TO NON-INFRINGEMENT, VALIDITY, OR ENFORCEABILITY (EXCEPT AS EXPRESSLY SET FORTH IN THIS ARTICLE VI). NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, NOTHING IN THIS SECTION 6.26Â SHALL PREVENT, IMPAIR OR OTHERWISE LIMIT OR SELLER OR SELLER PARENTâ€™S RIGHT TO RECOVER FOR FRAUD.ARTICLE VIIâ€‹Covenants of Purchaser and GenezenPurchaser and Genezen, jointly and severally, covenants and agrees as follows:SECTION 7.01Â Signage and Documentation. Â Purchaser and Genezen shall ensure that, as soon as reasonably practicable (but in no event more than the later of: (i) [***] ([***]) days following the Closing Date; and (ii) in the case of signage only, [***] ([***]) days following the date of the effectiveness of updating Purchaser as the manufacturer for the Facility in accordance with the FDA establishment registrations and any similar requirement under the Laws of any applicable jurisdiction) (1) any signage bearing Seller Marks at the Facility is either destroyed or otherwise permanently altered so that the former use of Seller Marks is entirely unrecognizable and undetectable and (2) the Seller Marks are removed from any documentation of the Transferred IP; provided, however, Purchaser and Genezen shall have no obligation to remove the Seller Marks from any physical documentation of the Transferred IP that (i) has been printed as of [***] ([***]) days following the Closing Date or (ii) is required by Law. Seller and Seller Parent, on behalf of themselves and their Affiliates, hereby grant (and cause their respective Affiliates to grant) to Purchaser a limited, non-transferable, non-exclusive license, without the right to sublicense, to continue to temporarily (and in any event no longer than [***] ([***]) days after the Closing) use the Seller Marks contained within or on such signage or documentation following the Closing, solely to the extent and in substantially the same manner as used in the Operations immediately prior to the Closing Date. Â Any use by Purchaser or any of its Affiliates under this Section 7.01Â of any materials and assets that bear the Seller Marks is subject to the use of such materials and assets in the form and manner, and with standards of quality, as in effect for such materials, assets and Seller Marks as of the Closing Date. Purchaser shall not, and shall and hereby does cause its Affiliates not to, adopt, use, register or seek to register any trademark that contains a term, that is substantially similar to, or confusingly similar to any of the Seller Marksâ€‹48â€‹(together with all variations, translations, transliterations and acronyms thereof). Â For clarity, the foregoing does not limit any right to use the Seller Marks that Purchaser or its Affiliate would have had under Law or â€œfair useâ€ principles (if any) but for Purchaserâ€™s entry into this Agreement.SECTION 7.02Â Financing. Genezen shall use its commercially reasonable efforts to take, or cause to be taken, all actions and do, or cause to be done, as promptly as possible, all things necessary, proper or advisable to arrange and obtain (a) the portion of the Series C Financing described in the Equity Commitment Letter on the terms and conditions described therein and (b) the funding of additional loans with a principal amount of $[***] pursuant to the Midcap Amendment (the â€œMidcap Incremental Loanâ€), including, in each case, using its commercially reasonable efforts to, as promptly as possible, (i) maintain in effect the Equity Commitment Letter and comply with its obligations under the Equity Commitment Letter, (ii) satisfy, or cause to be satisfied, on a timely basis, all conditions to Genezen obtaining the Series C Financing set forth in the Equity Commitment Letter (including the payment of any fees required as a condition to the Series C Financing) and all conditions to the effectiveness of the Midcap Amendment and the funding of the Midcap Incremental Loan set forth in the Midcap Amendment (including the payment of any fees required as a condition to the Midcap Amendment or the funding of the Midcap Incremental Loan), or (iii) negotiate and enter into definitive agreements with respect to the Series C Financing on the terms and conditions contemplated by the Equity Commitment Letter or on other terms that are in the aggregate not materially less favorable, taken as a whole, to Genezen (including with respect to conditions set forth in the Equity Commitment Letter) so that such agreements are in effect no later than the Closing Date (collectively, with the Equity Commitment Letter, the â€œFinancing Documentsâ€) and (iv) negotiating and entering into the Midcap Amendment [***]. Â Any breach by Genezen of the Equity Commitment Letter, the other Financing Documents or the Midcap Amendment shall be deemed to be a breach by Genezen of this Section 7.02Â . Â Without limiting the foregoing, Genezen shall keep Seller informed on a reasonably current basis and in reasonable detail of the status of its efforts to arrange the Series C Financing and the Midcap Amendment and provide to Seller executed copies of the definitive documents related to the Series C Financing and the Midcap Amendment.SECTION 7.03Â Data Privacy. Purchaser represents, warrants, and covenants that, if Purchaser encounters Sellerâ€™s [***] or other [***] (as such term is defined in the Transition Services Agreement) of Seller after the time of the Closing, Purchaser shall [***] and, at Sellerâ€™s sole cost and expense, return such information to Seller, and shall not exploit such information for purposes prohibited by this Agreement or the Other Transaction Documents.SECTION 7.04Â Right of First Negotiation. Genezen and Purchaser hereby grants Seller an exclusive right of first negotiation (the â€œRight of First Negotiationâ€) with respect to any proposed Facility Divestiture. Purchaser shall promptly notify Seller of its intent to commence a Facility Divestiture (the â€œNegotiation Noticeâ€). Unless Seller notifies Purchaser in writing that it is interested in acquiring the Facility within [***] ([***]) days of delivery of a Negotiation Notice, Purchaser shall be free to enter into such transaction or arrangement with any Third Party (the â€œExpirationâ€). If Seller notifies Purchaser in writing that it is interested in acquiring the Facility prior to the Expiration, the parties shall use commercially reasonable efforts to negotiate, in good faith, and on a non-exclusive basis, the terms of a Facility Divestiture between Seller and Purchaser for a period to expire on the date that is [***] ([***]) days after the delivery of the Negotiation Notice (a â€œDiscussion Periodâ€). After the end of the Discussion Period, if Seller and Purchaserâ€‹49â€‹have not reached an agreement with respect to a Facility Divestiture, Purchaser shall be free to enter into a Facility Divestiture with any Third Party and Sellerâ€™s obligations pursuant to this Section 7.04Â shall terminate in full in all respects (a â€œFailed Negotiationâ€) [***].ARTICLE VIIIâ€‹Mutual CovenantsSECTION 8.01Â Cooperation; Further Assurances.(a)Audits and Requested Information.(i)After the Closing, upon reasonable written notice, Purchaser and Genezen, on the one hand, and Seller and Seller Parent, on the other hand, shall, until the [***] ([***]) anniversary of the Closing Date, furnish or cause to be furnished to each other and their respect employees, counsel, auditors and representatives reasonable access, during normal business hours, to such information (including, with respect to Purchaser, any Tax records that relate to the Acquired Assets) and assistance relating to the Facility, the Acquired Assets and the Assumed Liabilities as is reasonably necessary to comply with applicable legal, tax, regulatory, financial reporting and accounting obligations or other requirements directly related to the Facility, the Acquired Assets or the Assumed Liabilities, other than with respect to litigation or other disputes between the Parties or their respective Affiliates (such information collectively, the â€œRequested Informationâ€); provided, however, that any Party may restrict the foregoing access to the extent that (i) such restriction is required by applicable Law, (ii) such access would result in a violation of confidentiality obligations to a Third Party or (iii) disclosure of any such Requested Information would result in the loss or waiver of the attorney-client privilege; provided, in each case, Genezen, Purchaser, Seller and Seller Parent, as applicable, shall, and shall cause its Affiliates to, use commercially reasonable efforts to enable such access (or as much of it as possible) in a manner that does not result in violation of Law, violation of confidentiality obligations to a Third Party or a loss of attorney-client privilege, as applicable. Â Each Party shall be entitled to recover from the requesting Party the reasonable, documented, out-of-pocket costs incurred by such non-requesting Party in connection with responding to such requesting Partyâ€™s requests pursuant to this Section 8.01Â (a). Â No Party shall be required by this Section 8.01Â to take any action that would unreasonably interfere with the conduct of its business or unreasonably disrupt its normal operations. Â Seller and Seller Parent shall provide any consent or waiver reasonably required in order to permit Purchaser to engage the same counsel to represent Purchaser following the Closing in connection with any matters relating exclusively to any of the Acquired Assets or the Facility on which such counsel had represented Seller, Seller Parent, and their Affiliates prior to the Closing (other than in connection with any such matter that would be adverse to Seller, Seller Parent, and their Affiliates).â€‹50â€‹(ii)Without limiting the foregoing in any respect, Purchaser agrees to use its commercially reasonable efforts to provide access of the type described in (i) following the Closing until the completion of Seller Parentâ€™s audit for the fiscal year of Seller Parent in which the Closing occurs and in any event solely with respect to (i)Â any statutory audit with respect to any fiscal year ending on or prior to DecemberÂ 31 of the calendar year in which the Closing occurs for any portion of a fiscal year prior to the Closing, (ii)Â the preparation and audit of Seller Parentâ€™s financial statements for the year ended DecemberÂ 31, 2024, the fiscal year of Seller Parent in which the Closing occurs and any fiscal year ending prior to the fiscal year in which the Closing occurs but after December 31, 2023, or amendments thereto and (iii)Â the audit of Seller Parentâ€™s internal controls over financial reporting and managementâ€™s assessment thereof and managementâ€™s assessment of Seller Parentâ€™s disclosure controls and procedures in respect of the year ended DecemberÂ 31, 2024, the fiscal year of Seller Parent in which the Closing occurs and any fiscal year ending prior to the fiscal year in which the Closing occurs but after the December 31, 2023 [***]; provided, further, that, notwithstanding the foregoing, access of the type described in this Section 8.01Â shall be afforded by Purchaser to Seller Parentâ€™s (from time to time following the Closing), as applicable, to the extent reasonably necessary to respond (and for the limited purpose of responding) to any written request or official comment from a Governmental Entity, such as in connection with responding to a comment letter from the SEC, or as reasonably necessary to meet a filing, reporting or similar obligation required under applicable Law. Without limiting the foregoing, Purchaser shall use commercially reasonable efforts to provide, or provide access to Seller Parent to, all Requested Information reasonably required to meet Seller Parentâ€™s schedule for the preparation, printing, filing, and public dissemination of Seller Parentâ€™s annual financial statements for the fiscal year ending DecemberÂ 31, 2024, the fiscal year of Seller Parent in which the Closing occurs and any fiscal year ending prior to the fiscal year in which the Closing occurs but after December 31, 2023 and for managementâ€™s assessment of the effectiveness of Seller Parentâ€™s disclosure controls and procedures and its internal controls over financial reporting in accordance with ItemsÂ 307 and 308, respectively, of RegulationÂ S-K of the Securities Act and, to the extent applicable to Seller Parent, its auditorâ€™s audit of its internal controls over financial reporting and managementâ€™s assessment thereof in accordance with SectionÂ 404 of the Sarbanes-Oxley Act of 2002 and the SECâ€™s and Public Company Accounting Oversight Boardâ€™s rules and auditing standards thereunder, if required (such assessments and audit being referred to as the â€œInternal Control Audit and Management Assessmentsâ€) for the fiscal year ending DecemberÂ 31, 2024, the fiscal year of Seller Parent in which the Closing occurs and any fiscal year ending prior to the fiscal year in which the Closing occurs but after December 31, 2023.Â Without limiting the generality of the foregoing sentence, Purchaser shall provide all required financial and other Requested Information with respect to itself and the Acquired Assets to its auditors in a sufficient and reasonable time and in sufficient detail to permit its auditors to take all steps and perform all reviews necessary to provide sufficient assistance to Seller Parentâ€™s auditors (â€œSeller Parentâ€™s Auditorsâ€) with respect to Requested Information to be includedâ€‹51â€‹or contained in Seller Parentâ€™s annual financial statements for the fiscal year ending DecemberÂ 31, 2024, the fiscal year of Seller Parent in which the Closing occurs and any fiscal year ending prior to the fiscal year in which the Closing occurs but after December 31, 2023, and to permit Seller Parentâ€™s Auditors and management to complete the Internal Control Audit and Management Assessments, if required. Purchaser shall be entitled to recover from Seller or Seller Parent the reasonable, documented, out-of-pocket costs incurred by Purchaser in connection with the assistance contemplated by this Section 8.01Â (a)(ii).(b)From time to time, as and when requested by a Party, the other Parties shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions (subject to the provisions of Sections Section 1.05Â and Section 8.03Â), as such other Party may reasonably deem necessary or desirable to consummate the transactions contemplated by this Agreement, including, in the case of Seller, executing and delivering to Purchaser such assignments, deeds, bills of sale, consents and other instruments as Purchaser or its counsel may reasonably request as necessary or desirable for such purpose.(c)Without limiting Sections 1.05 or Section 8.01Â (b), Purchaser, Genezen, Seller, Seller Parent and their Affiliates shall reasonably cooperate and use their respective commercially reasonable efforts to transfer, obtain, or to cause to be transferred or obtained, prior to the Closing or, to the extent permitted under applicable Law, as soon as practicable thereafter, any Material Permit necessary for Purchaser to own or operate the Facility, the Acquired Assets and to assume to the Assumed Liabilities. Â During the period commencing on the date hereof and continuing for a reasonable period not to exceed one year after the Closing: (i) each of Seller, Seller Parent, Genezen and Purchaser shall provide or cause to be provided to each other Parties all commercially reasonable assistance as is reasonably requested in connection with securing (or terminating, if required by applicable Law) any such Permits, including (A) the filing of any required applications with any Governmental Entity, as may be necessary; and (B) with respect to Seller, Seller shall timely update the FDA establishment registrations and any other Permit to the extent necessary to reflect the change in ownership of the Facility in accordance with applicable Law; and (ii) if any Permits are not secured prior to the Closing, Seller, Seller Parent, Genezen and Purchaser shall cooperate in good faith in any lawful and reasonable arrangement reasonably proposed by any Party under which Purchaser shall obtain the benefit of Permits held by Seller or Seller Parent in connection with the ownership or operation of the Acquired Assets and the Facility following the Closing; provided that such assistance and cooperation shall not include: (i) any obligation to expend any money to any Third Party or Governmental Entity from whom such Permits are requested under this Section 8.01Â (c); (ii) to commence, defend or participate in any litigation; or (iii) offer or grant any accommodation (financial or otherwise) to any Third Party.(d)Subject to Section 1.05Â , if any Party discovers,

following the Closing Date, that any assets held by Seller or its Affiliates were assets (other than Excluded Assets) located at the Facility (if such assets are tangible assets) or that exclusively relate to the Facility, including any Contracts that are not set forth on Schedule 1.02(a)(ii), in each case as of the Closing, but were not transferred to Purchaser as part of the consummation of the transactions under Sections 1.01 and 1.02, then any such assets shall be deemed to have been held in trust by Seller or its Affiliates for Purchaser and Seller shall and shall cause its Affiliates to, promptly transfer, assign and conveyâ€‹52â€‹such assets to Purchaser without any additional consideration therefor, free and clear of all Liens (other than Permitted Liens).(e)If any Party discovers, following the Closing, that any assets that have been transferred by Seller and/or Seller Parent to Purchaser are not Acquired Assets, then any such assets shall be deemed to have been held in trust by Purchaser for Seller and/or its applicable Affiliates and Purchaser and Genezen shall, and shall cause its Affiliates to, promptly transfer, assign and convey such assets to Seller and/or its designated Affiliates without any consideration therefor free and clear of all Liens (other than Permitted Liens).(f)To facilitate the potential access to Requested Information contemplated by this Section 8.01Â for a period of [***] years after the Closing Date, the Parties agree to use their commercially reasonable efforts to retain all Requested Information in their respective possession or control on the Closing Date in accordance with their respective policies as in effect on the Closing Date or such other policies as may be reasonably adopted by the appropriate Party after the Closing Date. For the avoidance of doubt, such policies shall be deemed to apply to any Requested Information in a Partyâ€™s possession or control on the Closing Date relating to the other Parties. Â No Party will, or permit any of its Subsidiaries or Affiliates to, destroy any Requested Information that the other Party has the right to obtain pursuant to this Agreement prior to the [***] ([***]) anniversary of the Closing Date without first using its commercially reasonable efforts to notify the other Party of the proposed destruction and giving the other Party the opportunity to take possession of such Requested Information prior to such destruction at such Partyâ€™s sole cost and expense.SECTION 8.02Â Publicity. Â Other than the press release(s) mutually agreed by Purchaser and Seller to be issued following the execution of this Agreement or as expressly permitted by this Section 8.02Â , none of Genezen, Purchaser, Seller or Seller Parent will issue or permit any of their respective Affiliates to issue any press release, website posting or other public announcement or filing with respect to this Agreement or the transactions contemplated hereby without the prior consent of the other Party (such consent not to be unreasonably withheld, conditioned or delayed), except as may be required by applicable Law or the listing standards, agreements, rules or regulations of any stock exchange or other listing entity on which the securities of such Party or its Affiliates are listed (in which case whichever of Genezen, Purchaser or their Affiliates or Seller, Seller Parent or their Affiliates, as applicable, are required to make the release, statement or filing shall: (a) give the other Party (whether or not such other Party is named in such release or statement) such notice as may be practicable in the circumstances to allow the other Party to provide suggested comment on such release or statement in advance of such issuance; (b) consider in good faith any comments timely provided by such other Party to such release or statement; and (c) after such release or statement, provide the other Party with a copy thereof (or summary thereof in the case of oral statements)); provided, however, that Genezen, Purchaser and their Affiliates, on the one hand, and Seller, Seller Parent and their Affiliates, on the other hand, may, subject to the terms and conditions of this Agreement (including Sections Section 5.03Â and Section 8.05Â), make public announcements and engage in public communications regarding this Agreement, the Other Transaction Documents and the transactions contemplated hereby or by the Other Transaction Documents, to the extent such announcements or communications are consistent with the prior public disclosures of the Parties regarding the transactions contemplated by this Agreement made in accordance with this Section 8.02Â . Â Ifâ€‹53â€‹Genezen, Purchaser or any of their Affiliates, on the one hand, or Seller, Seller Parent or any of their Affiliates, on the other hand, based on the advice of its counsel, determines that this Agreement or any of the Other Transaction Documents must be publicly filed with a Governmental Entity, then such Party or its applicable Affiliate, prior to making any such filing, shall provide the other Party and its counsel with a redacted version of this Agreement (and any Other Transaction Document) that it intends to file, and will consider in good faith any comments provided by such other Party or its counsel and use commercially reasonable efforts to ensure the confidential treatment by such Governmental Entity or otherwise be held in the strictest confidence of those sections specified by such other Party or its counsel for redaction and confidentiality. Â Notwithstanding the foregoing, in no event shall a Partyâ€™s obligations under this Section 8.02Â require it or its Affiliates to share comment letters from an applicable Governmental Entity with another Party to this Agreement; provided that the foregoing sentence shall not apply to portions of comment letters relating to any such requests for confidential treatment. Subject to Section 8.08, the requirements of this Section 8.02Â shall not apply to any disclosure by Seller, Seller Parent, Genezen, Purchaser or any of their respective Affiliates, of any information concerning this Agreement or the transactions contemplated hereby (w) in connection with the bona fide marketing and publicity of the Facility by Genezen and its Affiliates following the Closing to actual and potential customers and other business relations; provided such communication does not reference the terms of this Agreement or any of the Other Transaction Documents or any other information subject to an obligation of confidentiality, (x) in connection with any dispute between the Parties or their respective Affiliates; (y) to such Partyâ€™s (or any of its Affiliatesâ€™) legal, accounting or financial advisors to the extent reasonably necessary for such adviser to perform its legal, accounting or financial services, respectively, for such Party (or its Affiliates); or (z) to any of such Personâ€™s Affiliates and their respective direct and indirect equity holders and limited partners, any bona fide actual or potential licensee, sublicensee or existing and potential investors, lenders and acquirers and the accountants, advisors and other professional representatives of any of the foregoing; provided, however, that in the case of clauses (w) and (z), any such recipient is bound by a written agreement providing for valid confidentiality obligations regarding the information disclosed.SECTION 8.03Â Commercially Reasonable Efforts. Â Subject to the terms and conditions set forth in this Agreement (including the provisions set forth in Sections Section 1.05Â), each of Seller, Seller Parent, Purchaser and Genezen shall use its respectively commercially reasonable efforts to do or cause to be done all things necessary or appropriate to satisfy the conditions to the Closing and to consummate the transactions contemplated hereby. Â Purchaser or Genezen, on the one hand, and Seller and Seller Parent, on the other hand, shall not, and shall not permit any of their respective Affiliates to, take any action that would, or that would reasonably be expected to, result in any of the conditions set forth in Article III not being satisfied.SECTION 8.04Â Tax Matters.(a)Purchase Price Allocation. Â Seller and Purchaser agree that, for purposes of Section 1060 of the Code, the Purchase Price, the Assumed Liabilities, and any other relevant amounts shall be allocated among the Acquired Assets for U.S. Tax purposes based on the methodology set forth on Schedule 8.04. Â Within [***] days after the Closing Date, [***] will provide [***] with a schedule allocating the Purchase Price, Assumed Liabilities, and any other relevant amounts among the Acquired Assets (the â€œPreliminary Allocationâ€). Â The Preliminaryâ€‹54â€‹Allocation shall be final and binding on [***] and [***] unless [***] notifies [***] of objections to the Preliminary Allocation within [***] days of receipt thereof. Â If [Seller] notifies [***] of objections to the Preliminary Allocation, [***] and [***] shall cooperate in good faith to resolve such disagreement. Â If [***] and [***] are unable to resolve such disagreements within [***] days of [***]â€™s receipt of [***]â€™s notice of objection, then [***] and [***] shall hire an independent national accounting firm selected by [***] and reasonably acceptable to [***] (the â€œAccounting Firmâ€) in a manner consistent with the procedure described in Section 2.03(e) to (i) review only the matters that remain in dispute, (ii) make its determination in accordance with the requirements of this Section 8.04Â , Schedule 8.04 and the Code and (iii) render its written decision as promptly as practicable but in no event later than [***] ([***]) days after submission to the Accounting Firm of all matters in dispute. Â Seller and Purchaser agree that the Preliminary Allocation, as agreed to by Seller and Purchaser or as modified as a result of the resolution by the Accounting Firm (the â€œAllocationâ€) shall become final and binding on Seller and Purchaser. Â Seller and Purchaser shall cause each of their respective Affiliates, (i) to report the U.S. Tax consequences of the transactions contemplated by this Agreement in a manner consistent with the Allocation and (ii) not to take any position inconsistent therewith for any U.S. Tax purposes (unless required by a change in applicable Tax Law or as a result of a good faith resolution of a contest).(b)Cooperation in Tax Matters. Â Each of Seller and Purchaser shall reasonably cooperate, and shall cause their respective Affiliates, officers, employees, agents, auditors and representatives reasonably to cooperate, in preparing and filing all Tax Returns, reports and forms relating to Taxes, including maintaining and making available to each other all Records necessary in connection with Taxes and in resolving all disputes and audits with respect to all taxable periods relating to Taxes. Â Purchaser and Seller recognize that Seller and its Affiliates will need access, from time to time, after the Closing Date, to certain accounting and Tax Records and information with respect to the Acquired Assets to the extent such Records and information pertain to events occurring prior to the Closing Date; therefore, Purchaser agrees, (a) to use their commercially reasonable efforts to properly retain and maintain such Records until such time as Seller notifies Purchaser that such retention and maintenance is no longer necessary (or, if sooner, seven years after the Closing Date), and (b) to allow Seller and its agents and representatives (and agents or representatives of any of its Affiliates), at times and dates mutually acceptable to the Parties, to, at Sellerâ€™s sole cost and expense, inspect, review and make copies of such Records as Seller may deem reasonably necessary or appropriate from time to time.(c)Transfer Taxes. Â All Transfer Taxes incurred in connection with this Agreement and the transactions contemplated hereby shall be economically borne [***]. Â Purchaser agrees to reasonably cooperate with Seller in order for Seller to obtain any refund or credit of such Taxes. Â Seller and Purchaser shall reasonably cooperate in timely making all filings, Tax Returns, reports and forms as may be required to comply with the provisions of such Tax Laws.(d)Straddle Periods. Â Taxes (other than Transfer Taxes) payable with respect to a Straddle Period shall be allocated between the Pre-Closing Tax Period and the Post-Closing Tax Period (i) in the case of Taxes imposed on a periodic basis (such as real, personal and intangible property Taxes), on a daily pro rata basis, and (ii) in the case of other Taxes, as if the Tax period ended as of the end of the day on the Closing Date.â€‹55â€‹SECTION 8.05Â Recordation of Transfer of Acquired Assets. Â Purchaser and Genezen shall be responsible, at their sole cost and expense, for all applicable recordations of the assignment of the Acquired Assets, including the Facility.SECTION 8.06Â Bulk Sales Waiver. Â Purchaser and Genezen acknowledge that Seller and Seller Parent have not taken and do not intend to take any action required to comply with any applicable bulk sale or bulk transfer Laws or similar Laws of any jurisdiction. Â Purchaser and Genezen hereby waive compliance by Seller and Seller Parent with any provisions of the bulks sales, bulk transfer or similar applicable Laws of any state or political subdivision in connection with the transactions contemplated by this Agreement. Notwithstanding the foregoing, such waiver shall not otherwise limit the rights of the Purchaser Indemnitees to indemnification under Section 10.01Â and any tax liabilities arising from such waiver shall constitute Excluded Tax Liabilities.SECTION 8.07Â Confidentiality.(a)Subject to Section 5.03Â , if Purchaser and Genezen, on the one hand, or Seller and Seller Parent, on the other hand, receives Confidential Information of the other, such receiving Party or Parties will: (i) (A) maintain such Confidential Information with at least the same degree of care, but no less than reasonable care, with which it protects its own confidential information, and (B) except for press releases and other public announcements, including any public filing or disclosure, permitted by Section 8.02Â , not disclose such Confidential Information to any Third Party without the prior written consent of the other Party; and (ii) not use such Confidential Information for any purpose except those permitted by this Agreement; provided that such Party may disclose such Confidential Information to (x) such Partyâ€™s (or any of its Affiliatesâ€™) legal, accounting or financial advisors to the extent reasonably necessary for such adviser to perform its legal, accounting or financial services, respectively, for such Party (or its Affiliates), or (y) its direct and indirect equity holders that are investment funds or such fundsâ€™ principals so that such Persons may provide information about the subject matter of this Agreement and the transactions contemplated hereby to their respective limited partners, prospective limited partners and other business relations in connection with their marketing, fundraising, reporting and other Ordinary Course activities, provided in each case of (x) or (y) only to the extent such receiving Persons are bound by valid confidentiality obligations regarding the information disclosed. Â As used in this Agreement, â€œConfidential Informationâ€ means all information and materials received by Purchaser and Genezen, on the one hand, or Seller and Seller Parent, on the other hand, from the other Party or its Affiliates, whether prior to, on or after the date hereof in connection with this Agreement, the Other Transaction Documents, the Acquisition, and the other transactions contemplated hereby and by the Other Transaction Documents, or any discussions or negotiations with respect thereto. Â The terms and conditions of this Agreement and the Other Transaction Documents shall constitute Confidential Information of each Party. Â The foregoing obligations and the other obligations set forth in this Section 8.07(a) shall not apply with respect to any portion of such Confidential Information that:(i)is publicly disclosed by the disclosing Party, either before or after it becomes known to the receiving Party or Parties;â€‹56â€‹(ii)was known to the receiving Party or Parties or any or its Affiliates, without any obligation to keep it confidential, prior to when it was received from the disclosing Party;(iii)is subsequently disclosed to the receiving Party or Parties or any of its Affiliates by a Third Party that is lawfully in possession thereof without obligation to keep it confidential;(iv)has been published by a Third Party or otherwise enters the public domain through no fault of the receiving Party or Parties or any of its Affiliates in breach of this Agreement; or(v)can be shown to have been independently developed or acquired by the receiving Party or Parties or any of its Affiliates without the aid, application or use of the disclosing Partyâ€™s Confidential Information.(b)Notwithstanding anything to the contrary set forth in Section 8.07(a), the receiving Party or Parties may disclose Confidential Information to the extent required by any Governmental Entity or otherwise as required by Law. Â In the event the disclosure of any Confidential information is required under applicable securities Laws or the rules and regulations of each stock exchange or other listing entity upon which the securities of such Party or its Affiliates are listed, if any, such Party shall notify the other Parties promptly and shall use commercially reasonable efforts to provide the other Parties with a copy of the portion of the contemplated disclosure containing such other Partiesâ€™ Confidential Information prior to submission or release, as the case may be, and reasonably cooperate with such other Parties to seek confidential treatment or otherwise to be held in the strictest confidence such Confidential Information proposed to be so disclosed. Â If the disclosure of such Confidential Information is otherwise required by a Governmental Entity or under other applicable Law, before disclosing Confidential Information pursuant to this Section 8.07(b), the receiving Party or Parties shall, to the extent permitted under applicable Law, provide the disclosing Party with prompt notice (and in any event no later than [***] ([***])Â Business Days after receipt thereof) of any court order, subpoena or interrogatories that requires disclosure of the Confidential Information so that the disclosing Party may seek a protective order or other appropriate remedy or waive compliance with this Agreement. Â The receiving Party or Parties shall consult with the disclosing Party on the advisability of taking steps to resist or narrow such request or requirement and shall otherwise cooperate with the efforts of the disclosing Party to protect the Confidential Information. Â Further, in the event such disclosure is required by any Governmental Entity, the receiving Party or Parties shall (i) redact mutually agreed upon portions of the Confidential Information to the fullest extent permitted under applicable Law and (ii) submit a request to such Governmental Entity that such portions of the Confidential Information receive confidential treatment or otherwise be held in the strictest confidence to the fullest extent permitted by applicable Law.(c)Notwithstanding the foregoing, if any Other Transaction Document contains provisions regarding the treatment of Confidential Information, then the confidentiality provisions of such Other Transaction Document shall govern the treatment of such Confidential Information.â€‹57â€‹(d)As of the Closing Date, all Confidential Information shall cease to constitute Confidential Information and shall be subject to the terms of Section 5.03Â .(e)The Confidentiality Agreement shall remain in effect until the Closing, at which point it shall automatically terminate. Â If this Agreement is terminated prior to the Closing pursuant to Section 11.01Â , the Confidentiality Agreement will continue in full force and effect in accordance with its terms.SECTION 8.08Â Non-Competition and Non-Solicitation of Business Contacts. Â In order to protect the value and goodwill of the Acquired Assets, the Facility and the Operations and as a material inducement to Purchaser to consummate the transactions contemplated hereby and purchase the Acquired Assets and assume the Assumed Liabilities, and in order for Purchaser and Genezen to have and enjoy the full benefit of the Acquired Assets as so acquired, each of Seller and Seller Parent agrees that for a period of [***] ([***]) years after the Closing Date (such [***] ([***]) year period plus, and as extended by, any period in which Seller is not in compliance with the restrictions set forth herein, the â€œRestriction Periodâ€), no such Party shall, directly or indirectly:(a)engage in, undertake, participate in, or carry on a Competitive Business anywhere in [***]; provided, however, that nothing in this Section 8.08 shall prevent Seller, Seller Parent or any of their Affiliates from (1) owning as a passive investment the outstanding shares of the capital stock (or ownership interests) of a publicly held company or investment fund, if Seller or Seller Parent is not otherwise associated directly or indirectly with such company or any Affiliate of such company, (2) entering into any transactions with respect to the acquisition of, or merger or consolidation or similar transaction with or involving Seller or Seller Parent; (3) engaging a Competitive Business to provide manufacturing and/or development-related services to Seller and its Affiliates, or (4) partnering or collaborating with Third Parties regarding product development, manufacturing and/or distribution.(b)solicit, encourage, induce, entice, or recruit, or attempt to solicit, encourage, induce, entice, or recruit, or prepare to do any of the foregoing with respect to, any customer, client, investor, vendor, supplier, distributor, licensor, licensee, business partner, or other business relation (including any Person who was or has been a customer, client, investor, vendor, supplier, distributor, business partner, or other business relation in connection with the Facility or the Operations at any time during the [***] ([***])-year period preceding the Closing Date) to alter, reduce, terminate, or refrain from entering, performing, or continuing its contractual or other business relationship concerning the Facility or the Operations (it being understood that the placement of general advertisements or general solicitations that are not targeted directly or indirectly toward any such Persons shall not, in and of themselves, be deemed to be a breach of this Section 8.08).The Parties agree that the foregoing covenants in this Section 8.08 impose a reasonable restraint on Seller and Seller

Parent in light of the activities and business of Purchaser on the date of the execution of this Agreement and the current plans of Purchaser. Â The covenants in this Section 8.08 are severable and separate, and the unenforceability of any specific covenant shall not affect the provisions of any other covenant. Â Moreover, in the event any court of competent jurisdiction shall determine that the scope, time or territorial restrictions set forth are unreasonable, then it is the intention of the Parties that such restrictions be enforced to the fullest extent which the courtâ€‹58â€‹deems reasonable, and the Agreement shall thereby be reformed. All of the covenants in this Section 8.08Â shall be construed as an agreement independent of any other provision in this Agreement, and the existence of any claim or cause of action of Seller or Seller Parent against Genezen or Purchaser, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by Purchaser of such covenants. Â The Parties expressly acknowledge that the terms and conditions of this Section 8.08Â are independent of the terms and conditions of any other agreements entered into in connection with this Agreement. Â It is specifically agreed that the periods set forth in this Section 8.08Â during which the agreements and covenants made in this Section 8.08Â shall be effective, shall be computed by excluding from such computation any time during which the Person bound by such agreement or covenant is found by a court of competent jurisdiction to have been in violation of any provision of this Section 8.08Â . The covenants contained in this Section 8.08 shall not be affected by any breach of any other provision hereof by any Party hereto. Each of the Parties hereto hereby agrees that the covenants set forth in this Section 8.08 are a material and substantial part of the transactions contemplated by this Agreement and are supported by adequate consideration. For the avoidance of doubt, nothing in this Section 8.08 shall restrict the activities of any Person (or any of its Affiliates) who enters into any transactions with respect to the acquisition of, or merger or consolidation or similar transaction with or involving Seller or Seller Parent and who prior to entering into or commencing such business combination transaction was not an Affiliate of Seller.SECTION 8.09Â Notification of Certain Events; Disclosure Schedule Updates.(a)Purchaser and Genezen, on the one hand, and Seller and Seller Parent, on the other hand, shall promptly notify the other of (i) any notice from any Person alleging that the consent of such Person is or may be required in connection with the transactions contemplated by this Agreement or any of the Other Transaction Documents; (ii) any notice from any Governmental Entity in connection with the transactions contemplated by this Agreement or any of the Other Transaction Documents; (iii) any inaccuracy in any material respect of any of its representations or warranties contained in this Agreement of which such Party becomes aware; and (iv) any failure of such Party or such Partyâ€™s Affiliates to comply with or satisfy in any material respect any covenant, condition or agreement to be complied with or satisfied by it hereunder. Â Furthermore, Seller shall promptly notify Purchaser and Genezen of (x) any material loss of or material damage to the Acquired Assets, individually or in the aggregate, occurring prior to the Closing from fire, casualty or any other occurrence and (y) any alterations to the Facility occurring prior to the Closing. Â The delivery of any notice pursuant to this Section 8.09(a) shall not limit or otherwise affect the rights or remedies available hereunder to Purchaser (including the provisions of Article X). (b)Concurrently with the execution and delivery of this Agreement, Seller has delivered to Purchaser the Seller Disclosure Schedule and Purchaser has delivered to Seller the Purchaser Disclosure Schedule. Â From and after the date of this Agreement until the Closing Date, the applicable Party may prepare and deliver to the other Party supplements and/or amendments to the Seller Disclosure Schedule or Purchaser Disclosure Schedule, as applicable, relating to the representations and warranties contained in Article IV and Article VI with respect to matters, facts or circumstances that occurred subsequent to the date hereof (any such supplement and/or amendment being referred to as a â€œDisclosure Schedule Updateâ€); provided, however, that (i) no Disclosure Schedule Update shall be deemed to add or remove any item from the definitions ofâ€‹59â€‹Excluded Assets, Assumed Liabilities or Excluded Liabilities without Purchaserâ€™s prior written consent (such consent not to be unreasonably withheld, conditioned or delayed) and (ii) the delivery of any such Disclosure Schedule Update relating to the representations and warranties contained in Article IV and Article VI shall be for informational purposes only and shall not qualify any representation or warranty for the purposes of the rights or remedies of the Parties available hereunder, including for purposes of ARTICLE III and ARTICLE X.ARTICLE IXâ€‹Employee MattersSECTION 9.01Â Employment Transfers.(a)Employment/Engagement Offers. Â No later than [***] ([***]) days before the Closing Date, Purchaser shall, or shall cause another Purchaser Employer to, make an offer of employment to each individual (each a â€œSite Offereeâ€) who, as of such date, is an In-Scope Employee (other than an In-Scope Employee absent due to short-term disability or parental leave (each, a â€œLeave Employeeâ€) or long-term disability (each, a â€œDisabled Employeeâ€)) or a Contingent Worker listed on Section 9.01(a) of the Seller Disclosure Schedule, in accordance with Section 9.01Â (a)(i). Â For the avoidance of doubt, Site Offerees include In-Scope Employees who are actively at work as of the date such offer is made or are expected to be actively at work as of Closing, including those who are on vacation, holiday, sickness or other approved leave of absence (including family bonding leave and military leave) but excluding any Leave Employee or Disabled Employee.(i)Except as provided on Section 9.01(a)(i) of the Seller Disclosure Schedule, the offer shall provide that the employment of each such Site Offeree with a Purchaser Employer shall commence as of the Closing [***]. Seller and Purchaser shall take all commercially reasonable steps to assist the other Party or its applicable Affiliate(s), at the reasonable request of such other Party, with respect to the offer of employment and transition of employees contemplated by this Section 9.01. For the avoidance of doubt, the New Hire Documents signed by Site Offeree with Purchaser Employer shall supersede any offer letter, employment agreement, severance agreement or other compensation agreement between Seller (or any Affiliate) and the Site Offeree, except for any confidentiality, restrictive covenant or other ongoing obligation the Site Offeree may have to Seller, Purchaser or their Affiliates (the â€œContinuing Obligationsâ€), which Continuing Obligations shall remain unaffected and in full effect.(ii)Except as provided on Section 9.01(a)(ii) of the Seller Disclosure Schedule, Seller shall (subject to Section 9.01(a)(iii)) terminate the employment of each Site Offeree as of, and conditioned on the Closing. Â Seller shall waive any notice requirements, post-termination restrictions or other contractual constraints that might prevent Site Offerees who accept employment with the Purchaser Employers from commencing employment with the Purchaser Employers following the Closing Date.â€‹60â€‹(iii)Purchaser shall, or shall cause another Purchaser Employer to, make an offer of employment to each Leave Employee at the same time as Site Offerees, and to each Disabled Employee who returns to active employment within [***] ([***]) days following the Closing Date (or such longer term as proscribed by applicable Law), consistent with the requirements of this Section 9.01; provided that each Disabled Employee shall have no less than [***] ([***]) days to decide to accept such offer of employment. Each Leave Employee and each Disabled Employee who receives and accepts such an offer shall be treated as Transferred Employee for all purposes herein and, except for purposes of Section 9.01(a), all references to the â€œClosingâ€ and the â€œClosing Dateâ€ herein shall refer to the date of such Transferred Employeeâ€™s commencement of employment with a Purchaser Employer; provided that the terms of employment described in Sections 9.01(a)(i)(A) through (D) shall be commensurate with each such terms as in effect immediately prior to the date the Leave Employee or Disabled Employee went on leave.(b)Visa, Work Permit, etc. Â If any Transferred Employee requires a work visa or permit or an employment pass or other approval for his or her employment to continue with Purchaser or one of its Affiliates as of the Closing Date, Purchaser shall, or shall cause its Affiliate to, use commercially reasonable efforts to secure prior to the Closing Date the necessary visa, permit, pass or other approval in a timely manner consistent with the terms of this Section 9.01 and shall be solely responsible for any expenses related thereto.(c)Transition. Â Seller and Purchaser intend that, for purposes of any severance or termination benefit plan, program, policy, agreement or arrangement with Seller or Seller Parent and any statutory termination indemnity, notice requirement or statutory severance under applicable Law, the transactions contemplated by this Agreement shall not constitute a severance of employment of any Transferred Employee. Â The Parties shall cooperate to make commercially reasonable efforts to take all appropriate steps to realize the intent of this Section 9.01(c). Â Purchaser and Seller shall each take all commercially reasonable steps to assist the other Party, at the reasonable request of the such Party, with respect to the transition of the Transferred Employees as contemplated by this Section 9.01Â , including informing the In-Scope Employees about the expected roles of the In-Scope Employees with the applicable Purchaser Employer, the terms and conditions of employment that are expected to apply to them and the employment transition process.SECTION 9.02Â Covenants.(a)Continuation Period. Â During the [***] ([***]) months following Closing (or, if earlier, through the termination of the Transferred Employeeâ€™s employment with Purchaser and applicable Purchaser Employer) (the â€œContinuation Periodâ€), with respect to each Transferred Employee, Purchaser shall, or shall cause an applicable Purchaser Employer to, provide and maintain terms and conditions of employment consistent with clauses (A) through (E) of Section 9.01(a)(i) above. Â Without limiting the generality of the foregoing, Purchaser shall, or shall cause an applicable Purchaser Employer to, provide and maintain for Transferred Employees during the Continuation Period: defined contribution plan, medical, dental, short term disability, long term disability, life insurance accident insurance benefits and severance benefits (in accordance withâ€‹61â€‹Section 9.01(a)(i)-2 of the Seller Disclosure Schedule) under Purchaser Benefit Plans. Â For the avoidance of doubt, nothing in this Agreement requires Purchaser or any other Purchaser Employer to continue to employ any Transferred Employee or maintain any particular employee benefit plan or infringes upon the right of Purchaser and the other Purchaser Employers to amend or terminate all employee benefit plans.(b)Vacation and Holiday. Â To the extent required under applicable Law, Contract or Seller policy, Seller shall, or shall cause an Affiliate to, pay Transferred Employees for any accrued and unused vacation or other paid time off as of the Closing Date. Â [***].(c)Service Credit. Â Each Transferred Employee will receive credit for years of service with Seller, Seller Parent, or any of their Affiliates under the compensation and benefit plans of the Purchaser Employers for purposes of eligibility to participate, vesting, rate of vacation accrual, rate of contributions under Purchaser Employersâ€™ defined contribution retirement plans, and determining eligibility for, and amount of, severance benefits and termination indemnities, to the extent such recognition of credit does not result in duplication of benefits; provided that, in any case, service shall be credited to the extent required by applicable Law. Â Purchaser will, and will cause any Purchaser Employer to use commercially reasonable efforts to cause, to the extent practicable, any and all pre-existing condition limitations, eligibility waiting periods and evidence of insurability requirements to be waived under the Purchaser Benefit Plans for Transferred Employees to the extent such conditions and exclusions were satisfied or did not apply to such individuals under the corresponding Seller Benefit Plan prior to the Closing Date and, with respect to any group health plans, will use commercially reasonable efforts to provide credit to the Transferred Employees under such Purchaser Benefit Plans for any co-payments and deductibles made prior to the Closing Date in a corresponding Seller Benefit Plan in satisfying any deductible requirement, out-of-pocket maximum or similar terms under any of the Purchaser Benefit Plans.(d)Bonuses. Â For each Transferred Employee who participated in an annual incentive compensation arrangement of Seller or one of its Affiliates (each, a â€œSeller Bonus Arrangementâ€) as of immediately prior to the Closing Date, Purchaser shall, or shall cause one of its Affiliates to, pay such Transferred Employee a bonus for the calendar year in which the Closing occurs that will be based on the Transferred Employeeâ€™s target bonus amount under the applicable Seller Bonus Arrangement, as set forth on Section 9.02(d) of the Seller Disclosure Schedule (the â€œTarget Bonusâ€) [***].Â Purchaser or another Purchaser Employer shall pay such bonus no later than March 15 following the year in which the Closing occurs, subject to such Transferred Employeeâ€™s continued employment with Purchaser and its Affiliates on the applicable payment date. Purchaser shall send an invoice to Seller for the Seller Bonus Amount promptly following the approval of calendar year 2024 annual bonuses by Genezenâ€™s Board of Directors [***].SECTION 9.03Â Benefit Plans.(a)Health and Welfare and Workersâ€™ Compensation Claims. Â Seller and its Affiliates shall retain all Liabilities for all medical, dental, vision, life insurance, accidental death and dismemberment, and prescription drug claims incurred by the In-Scope Employees or their eligible dependents prior to the Closing Date and all workersâ€™ compensation claims incurred by the In-Scope Employees prior to the Closing Date under the terms of any workersâ€™ compensation program of Seller or its Affiliates with respect to the In-Scope Employees. Â Purchaser or itsâ€‹62â€‹Affiliates shall be responsible for all medical, dental, vision, basic life insurance, accidental death and dismemberment, and prescription drug claims incurred by the Transferred Employees (or their eligible dependents) under employee benefit plans of any Purchaser Employer (to the extent the Transferred Employee elects such coverage) on or after the Closing Date and all workersâ€™ compensation claims under the terms of any workersâ€™ compensation program of Purchaser or its Affiliates with respect to the Transferred Employees incurred on or after the Closing Date. For these purposes, a claim shall be deemed to be incurred: (i) in the case of workersâ€™ compensation, at the time of the injury, sickness or other event giving rise to the claim for such benefits; (ii) in the case of medical, prescription drug, dental or vision benefits, at the time professional services, equipment or prescription drugs covered by the applicable plan are obtained; (iii) in the case of life insurance benefits, upon death; and (iv) in the case of accidental death and dismemberment benefits, at the time of the accident. Â This Section 9.03(a) shall apply without limitation of Section 1.03Â (a)(viii) or Section 1.03Â (b)(v).(b)COBRA. Â Other than with respect to qualifying events that occur on or prior to the Closing under a group health plan of Seller and its Affiliates, Purchaser and its Affiliates shall be solely responsible for compliance with all obligations under COBRA with respect to all Transferred Employees and all dependents of the Transferred Employees (collectively, the â€œTransferred Employee COBRA Liabilitiesâ€).(c)401(k) Plan Matters.(i)401(k) Plan Coverage. Â Without limiting the generality of Section 9.03(a), effective as of the Closing Date, Purchaser or its Affiliate shall have in place a defined contribution plan covering Transferred Employees that includes a qualified cash or deferred arrangement within the meaning of Section 401(k) of the Code intended to be qualified pursuant to Section 401(a) of the Code (the â€œPurchaser 401(k) Planâ€). Each Transferred Employee who participates in a defined contribution plan of Seller or an Affiliate that includes a qualified cash or deferred arrangement within the meaning of Section 401(k) of the Code intended to be qualified pursuant to Section 401(a) of the Code (the â€œSeller 401(k) Planâ€) shall be eligible to become a participant in the Purchaser 401(k) Plan as of, or as soon as practicable after, the Closing Date, and each Transferred Employee who would become eligible to participate in the Seller 401(k) Plan during the Continuation Period if they remained employed by Seller or Seller Parent (pursuant to its terms in effect immediately prior to the Closing) shall be eligible to participate in the Purchaser 401(k) Plan no later than such date.(ii)Plan Rollovers. Â The Purchaser 401(k) Plan shall accept rollover contributions by Transferred Employees from the Seller 401(k) Plan, but excluding any loans under the Seller 401(k) Plan.SECTION 9.04Â Non-Solicitation. Â To the extent permitted under applicable Law, for a period of [***] ([***]) months following the Closing Date, (i) without the prior written consent of Purchaser, neither Seller nor any of its Affiliates shall directly or indirectly knowingly employ or solicit any Transferred Employee or any other individual who was, immediately prior to the Closing Date, an In-Scope Employee (other than any individual who ceases to be employedâ€‹63â€‹by a Purchaser Employer due to an involuntary termination or redundancy), unless such individual contacts Seller or any of its Affiliates independently and on his or her own initiative in response to a general recruitment advertisement issued by Seller or any of its Affiliates, and (ii) without the prior written consent of Seller, neither Purchaser nor any of its Affiliates shall directly or indirectly knowingly employ or solicit (A) any non-In-Scope Employee employed by Seller or an Affiliate of Seller following the Closing Date who is providing services related to the Acquired Assets or the transition of the Acquired Assets or (B) any individual set forth on Schedule 9.04 (other than, in each case, any individual who ceases to be employed by Seller or its Affiliate due to an involuntary termination or redundancy). Â If Purchaser or its Affiliates employs any individual listed on Schedule 9.04-2, who terminates employment with Seller and its Affiliates, during the [***] ([***]) month period following the Closing Date, Purchaser shall immediately notify Seller of such employment and shall pay to Seller an amount equal to the severance payments and benefits (plus the employer portion of payroll taxes with respect thereto) paid or provided by Seller or an Affiliate in connection with such individualâ€™s termination.SECTION 9.05Â Cooperation. Â Seller shall use commercially reasonable efforts, subject to applicable Law and confidentiality obligations, to provide Purchaser in a timely manner with information and documents relating to the Seller Benefit Plans (including service crediting), and such other HR-related information as may reasonably be requested by Purchaser to facilitate Purchaserâ€™s efforts to provide corresponding employee benefits and employment terms to the Transferred Employees. Â Each Party shall reasonably cooperate with the other in providing access to relevant data reasonably necessary to administer the benefits of the Transferred Employees under any Seller Benefit Plan or any employee benefit plan maintained by Purchaser or its Affiliates in which Transferred Employees are eligible to participate.SECTION 9.06Â Effect of Article IX. Â Nothing in this Agreement shall constitute or be construed to amend, modify, establish, or terminate any Seller Benefit Plan, Purchaser Benefit Plan or other benefit or compensation plan, program, policy, arrangement or agreement, and no employee benefit plan shall be amended absent a separate written amendment that complies with such planâ€™s amendment procedures. Â Without limiting the generality of Section 12.02Â , nothing in this Article IX is intended or shall be construed to (i) entitle any person other than the Parties and their respective transferees and permitted assigns to any claim, cause of action, remedy or right of any kind, or (ii) entitle any Transferred Employee to continued employment with Purchaser or any of its Affiliates.ARTICLE Xâ€‹IndemnificationSECTION 10.01Â Indemnification by Seller and Seller Parent.(a)Subject to the provisions of this Article X, from and after the Closing, Seller and Seller Parent shall, jointly and severally, indemnify Genezen, Purchaser and their Affiliates and each of their respective officers, directors, managers, employees, successors, assigns, agents and representatives (collectively, the â€œPurchaser Indemniteesâ€) against and hold them harmless from any claim, loss, liability, cost, damage, deficiency, assessment, fine, judgment, fee, cost orâ€‹64â€‹expense (collectively, â€œLossesâ€) suffered or incurred by any such Purchaser Indemnitee to the extent arising from, or relating to:(i)any inaccuracy or breach of any representation or warranty of Seller or Seller Parent contained in Article IV (without giving effect to any â€œmaterial,â€ â€œmaterially,â€ â€œMaterial Adverse Effect,â€ or similar qualification or standard contained in any such representation or warranty, except for the representation contained in Section 4.19(a));(ii)any breach of any covenant or agreement of Seller or

Seller Parent contained in this Agreement; and(iii)any Excluded Liability.(b)Notwithstanding the foregoing, Seller and Seller Parent shall not be required to indemnify any Purchaser or Purchaser Indemnitee and Seller and Seller Parent shall not have any liability under Section 10.01Â (a)(i) unless the individual item or group of related items relating to the Loss is in excess of $[***] and the aggregate amount of all Losses for which Seller or Seller would be liable exceeds on a cumulative basis an amount equal to $[***] (the â€œDeductibleâ€), and then only to the extent of any such excess; provided, however, that the Deductible shall not apply to any breach of a Seller Fundamental Representation or in the case of Fraud.(c)Notwithstanding anything to the contrary herein, (i) in no event shall the aggregate amount of Losses for which Seller and Seller Parent are obligated to indemnify the Purchaser Indemnitees pursuant to Section 10.01Â (a)(i) (other than for any breach of a Seller Fundamental Representation or in the case of Fraud) exceed an amount equal to $[***] (the â€œCapâ€); and (ii) except in the case of Fraud, in no event shall the aggregate amount of Losses for which Seller or Seller Parent is obligated to indemnify the Purchaser Indemnitees pursuant to breaches of Seller Fundamental Representations exceed an amount equal to [***].SECTION 10.02Â Indemnification by Purchaser and Genezen.(a)From and after the Closing, Purchaser and Genezen shall, jointly and severally, indemnify Seller, Seller Parent and their Affiliates and each of their respective officers, directors, managers, employees, successors, heirs, assigns, agents and representatives (collectively, the â€œSeller Indemniteesâ€) against and hold them harmless from any Loss suffered or incurred by any such indemnified party to the extent arising from, or relating to:(i)any inaccuracy or breach of any representation or warranty of Purchaser or Genezen contained in Article VI (without giving effect to any â€œmaterial,â€ â€œmaterially,â€ â€œPurchaser Material Adverse Effectâ€ or similar qualification or standard contained in any such representation or warranty);(ii)any breach of any covenant or agreement of Purchaser or Genezen contained in this Agreement; and(iii)any Assumed Liability.â€‹65â€‹(b)Notwithstanding the foregoing, (i) Purchaser and Genezen shall not be required to indemnify any Seller Indemnitee and Purchaser and Genezen shall not have any liability under Section 10.02Â (a)(i) unless the individual item or group of related items relating to the Loss is in excess of $[***] and the aggregate of all Losses for which Purchaser or Genezen would be liable, but for this clause (i), exceeds on a cumulative basis the Deductible, after which all such Losses shall be recoverable from the first dollar; provided, however, that the Deductible shall not apply to any breach of a Purchaser Fundamental Representation; (ii) in no event shall the aggregate amount of Losses for which Purchaser or Genezen is obligated to indemnify the Seller Indemnitees pursuant to Section 10.02Â (a)(i) (other than for any breach of a Purchaser Fundamental Representation or in the case of Fraud) exceed the Cap; and (iii) except in the cause of Fraud, in no event shall the aggregate amount of Losses for which Purchaser or Genezen is obligated to indemnify the Seller Indemnitees pursuant to breaches of Purchaser Fundamental Representations exceed an amount equal to [***].SECTION 10.03Â Acknowledgment of Other Indemnities. Â All indemnities relating to the representations, warranties, covenants and agreements set forth in the Other Transaction Documents shall be governed exclusively by the terms of the applicable Other Transaction Document, except for the Transfer Documents. Â Any other indemnification with respect to Losses arising from or relating to the Acquired Assets or this Agreement shall solely be pursuant to this Article X.SECTION 10.04Â Limitations on Liability; Cooperation.(a)NOTWITHSTANDING ANY PROVISION HEREIN, EACH OF SELLER AND SELLER PARENT, ON THE ONE HAND, AND GENEZEN AND PURCHASER, ON THE OTHER HAND, SHALL NOT BE LIABLE TO EACH OTHER OR ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL (UNLESS REASONABLY FORESEEABLE), SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT OR THE EXERCISE OF ITS RIGHTS HEREUNDER, OR FOR LOST PROFITS (OR LOSS OF USE, DAMAGE TO GOODWILL OR LOSS OF BUSINESS) ARISING FROM OR RELATING TO ANY BREACH OF THIS AGREEMENT REGARDLESS OF ANY NOTICE OF SUCH DAMAGES; PROVIDED, NOTHING IN THIS SECTION 10.05 IS INTENDED TO LIMIT OR RESTRICT THE INDEMNIFICATION RIGHTS OR OBLIGATIONS OF ANY PARTY WITH RESPECT TO DAMAGES AWARDED TO THIRD PARTY CLAIMANTS (OTHER THAN A PURCHASER INDEMNITEE OR SELLER INDEMNITEE) IN THIRD PARTY CLAIMS UNDER THIS ARTICLE X.(b)Subject to the procedures set forth in Section 10.07Â and Section 10.08Â , Purchaser and Genezen, on the one hand, and Seller, on the other hand, shall cooperate with the other in good faith with respect to resolving any claim or liability with respect to which a Party is obligated to indemnify the other Party hereunder. Â Nothing in this Article X shall act to negate any obligation under common law of Seller, Seller Parent, Genezen or Purchaser to mitigate damages with respect to any claim for which such Party is being indemnified against by the other Party hereunder. Â Any reasonable and documented out-of-pocket expenses incurred by an indemnified party in connection with such obligations to mitigate damages shall nevertheless be indemnifiable under this Article X, subject to the applicable limitations set forth in this Article X.â€‹66â€‹(c)Each Party further acknowledges and agrees that, should the Closing occur, its sole and exclusive remedy with respect to any and all claims relating to this Agreement, the Acquisition, any document, certificate or instrument delivered in connection herewith, the Acquired Assets, the Assumed Liabilities, the Excluded Assets or the Excluded Liabilities (other than (i) as provided in Section 12.11Â and (ii) claims of, or causes of action arising from Fraud) shall be pursuant to the indemnification provisions set forth in this Article X (including those referenced under Section 10.02Â (b)). Â In furtherance of the foregoing, each Party hereby waives, from and after the Closing, to the fullest extent permitted under applicable Law, any and all rights, claims and causes of action (other than claims of, or causes of action arising from, Fraud) it or any of its Affiliates may have against the other Party and its Affiliates arising under or based upon this Agreement, the Acquisition, any document, certificate or instrument delivered in connection herewith, the Acquired Assets, the Assumed Liabilities, the Excluded Assets or the Excluded Liabilities (except (i) pursuant to the indemnification provisions set forth in this Article X (including those referenced under Section 10.02Â (b)) and (ii) as provided in Section 12.11Â). Â Notwithstanding the foregoing, nothing in this Section 10.04Â (c) shall be deemed to limit or waive in any manner the rights of the Parties under the Other Transaction Documents, other than the Transfer Documents; provided, however, that if any Loss is eligible for indemnification under this Agreement and/or under any Other Transaction Document, in no event will the Party claiming indemnification make a separate claim and recover for the same Loss under both this Agreement and such Other Transaction Document.SECTION 10.05Â Indemnity Net; Losses Net of Insurance, etc.(a)For the purposes of the indemnification provisions set forth in this ArticleÂ X, any Losses or amounts otherwise payable hereunder shall be determined on the basis of the net effect after giving effect to any actual cash payments, setoffs or recoupment or any payments in each case actually received, realized or retained by the indemnified party (including any amounts recovered or recoverable by the indemnified party under insurance policies, but excluding self-insurance arrangements) as a result of any event giving rise to a claim for such indemnification.(b)Notwithstanding anything contained herein to the contrary, after the Closing, in any case where a Purchaser Indemnitee or Seller Indemnitee actually recovers, under insurance policies or from any other person alleged to be responsible for indemnifiable Losses, any amount in respect of a matter for which such indemnitee was indemnified pursuant to Section 10.01Â or Section 10.02Â , such indemnitee shall promptly pay over to the indemnifying party the amount so recovered, but not in excess of the amount received by such indemnitee (net of any Taxes, previously unpaid or unreimbursed expenses, deductible, reasonable and documented out-of-pocket legal fees, and reasonable and documented out-of-pocket costs of recovery incurred in collecting such amounts and, if applicable, any increases in insurance premiums that are proximately caused by such recovery).SECTION 10.06Â Termination of Indemnification. Â If the Closing shall have occurred, all covenants, agreements, warranties and representations made herein shall survive the Closing. Â Notwithstanding the foregoing, all covenants, agreements, representations and warranties made herein, and all indemnification obligations under Section 10.01Â (a)(i) and Sectionâ€‹67â€‹10.01Â (a)(ii) and Section 10.02Â (a)(i) and Section 10.02Â (a)(ii) with respect to any such covenants or agreements or representations or warranties, shall:(a)in the case of any such representations or warranties, terminate and expire on the date that is [***] following the Closing Date; provided, however, that the Seller Fundamental Representations and the Purchaser Fundamental Representations shall survive the Closing and continue in effect until [***] ([***]) days following the later of (i) the [***] ([***]) anniversary of the Closing Date and (ii) the expiration of the statute of limitations applicable to the underlying subject matter thereof; and(b)in the case of any such covenants or agreements, terminate and expire on the Closing Date (other than such covenants or agreements to the extent requiring any post-Closing performance or compliance from any of the Parties, which shall survive the Closing to the extent provided in their respective terms);provided, however, that as to clause (a) and (b) of this Section 10.06Â such obligations to indemnify and hold harmless shall not terminate with respect to any matter as to which the person to be indemnified or the related party thereto shall have, before the expiration of the applicable period, previously made a claim by delivering a notice of such claim (stating in reasonable detail the basis of such claim) to the indemnifying party (but only with respect to matters described in such notice) so long as such claim for indemnification has not been satisfied or otherwise resolved as provided in this â€ŽArticle X.SECTION 10.07Â Procedures Relating to Indemnification for Third-Party Claims.(a)A Party believing that it is entitled to indemnification under Section 10.01Â or Section 10.02Â (an â€œindemnified partyâ€) shall give prompt written notification to the other Party (the â€œindemnifying partyâ€) of the commencement of any claim, action, lawsuit or other proceeding for which indemnification may be sought or, if earlier, upon the assertion of any such claim, action, lawsuit or other proceeding by any Person other than a Party or its Affiliate(s) against the indemnified party (a â€œThird-Party Claimâ€) (it being understood and agreed, however, that the failure by an indemnified party to give notice of a Third-Party Claim as provided in this Section 10.07Â (a) shall not relieve the indemnifying party of its indemnification obligation under this Agreement except and only to the extent that such indemnifying party is actually and materially prejudiced as a result of such failure to give notice).(b)Within [***] ([***]) days after delivery of such notification, the indemnifying party may, upon written notice thereof to the indemnified party with which the indemnifying party agrees in writing that it is obligated under this Article X (but without any requirement to admit liability for such Third-Party Claim) to, subject to the other applicable provisions in this Article X, fully indemnify the indemnified party against such Third-Party Claim subject to the Cap and other limitations as set forth herein, assume control of the defense of such Third-Party Claim with counsel reasonably satisfactory to the indemnified party; provided, however, that an indemnifying party shall not be entitled to assume control of the defense of any Third-Party Claim if: (i) such Third-Party Claim could reasonably be expected to result in criminal liability of, or equitable remedies against, the indemnified party; (ii) the indemnified party reasonably believes, based on advice of counsel, that the interests of the indemnifying party andâ€‹68â€‹the indemnified party with respect to such Third-Party Claim are in conflict with one another, and as a result, the indemnifying party would not reasonably expect to adequately represent the interests of the indemnified party in such Third-Party Claim; (iii) the Third-Party Claim is brought by a customer or other business relation of the indemnified party or otherwise concerns the business practices or relationships of the indemnifying party, or (iv) the amount of the Third-Party Claim, if determined in the claimantâ€™s favor, would reasonably be expected to result in Losses, together with all other unresolved claims for indemnification by the indemnified parties, that exceed the amount of recovery such indemnified party would be entitled to recover from Seller under this Article X to the extent due to the applicable numerical liability limitations set forth in Section 10.01Â (b); provided, further, that an indemnifying party shall relinquish control of the defense of any Third-Party Claim if such indemnifying party is not using commercially reasonable efforts to actively and diligently defending such Third-Party Claim. Â If the indemnifying party believes that a Third-Party Claim presented to it for indemnification is one as to which the indemnified party is not entitled to indemnification under this Article X, it shall so notify the indemnified party and the indemnifying party shall not be entitled to assume control of the defense thereof. Â The failure of the indemnifying party to respond in writing to the notice of a Third-Party Claim within [***] ([***]) days after receipt thereof shall be deemed an election not to assume control of the defense of the same. Â If the indemnifying party assumes such defense, the indemnified party shall have the right to participate in the defense thereof and to employ counsel, at its own expense, separate from the counsel employed by the indemnifying party; provided that if the indemnified party reasonably concludes, based on advice from counsel, that the indemnifying party and the indemnified party have conflicting interests with respect to such Third-Party Claim, the indemnifying party shall be responsible for the reasonable fees and expenses of counsel to the indemnified party solely in connection therewith. Â In the event, however, that the indemnifying party declines or fails to assume, or is not permitted to assume, the defense of such Third-Party Claim on the terms provided above or to employ counsel reasonably satisfactory to the indemnified party, in each case within such [***]-day period, then the indemnified party may employ counsel to represent or defend it in any such Third-Party Claim, and the indemnifying party shall be liable for the reasonable fees and expenses of counsel employed by indemnified party as incurred.(c)In the event the indemnifying party assumes the defense of a Third-Party Claim, for so long as the indemnifying party its entitled to control the defense of such Third-Party Claim: (i) the indemnifying party shall keep the indemnified party reasonably advised of the status of such Third-Party Claim and the defense thereof and shall consider in good faith recommendations made by the indemnified party with respect thereto; and (ii) the indemnified party shall deliver to the indemnifying party, promptly after the indemnified partyâ€™s receipt thereof, copies of all notices and documents (including court papers) received by the indemnified party relating to the Third-Party Claim; provided however, in no event shall the indemnified party be required to deliver to the indemnifying party any notice or documents that would result in a waiver of attorney-client or other applicable evidentiary privilege; provided, further that such indemnifying party shall use commercially reasonable efforts to enable the delivery of such notice or documents (or as much of it as possible) in a manner that does not result in a loss of attorney-client privilege or other applicable evidentiary privilege.(d)If the indemnifying party so elects to assume the defense of any Third-Party Claim, all of the indemnified parties shall reasonably cooperate with the indemnifying party in the defense or prosecution thereof. Â Such cooperation shall include the retention and (upon theâ€‹69â€‹indemnifying partyâ€™s reasonable request) the provision to the indemnifying party of records and information which are reasonably relevant to such Third-Party Claim, and the indemnified parties shall use their commercially reasonable efforts to make their employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder.(e)Whether or not the indemnifying party shall have assumed the defense of a Third-Party Claim, the indemnified party shall not admit any liability with respect to, or settle, compromise or discharge such Third-Party Claim without the indemnifying partyâ€™s prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed). Â If the indemnifying party assumes the defense of a Third-Party Claim, the indemnifying party shall not agree to any compromise, discharge or settlement of such Third-Party Claim or consent to any judgment in respect thereof, in each case without the prior written consent of the indemnified party (which consent shall not be unreasonably withheld, conditioned or delayed), unless (i) such compromise, discharge, or settlement provides for a complete and unconditional release of the indemnified party from all liability with respect thereto and does not contain any admission or statement suggesting any wrongdoing or liability on behalf of the indemnified party or any of its officers, directors, managers, employees, agents or representatives, and (ii) the sole relief provided in connection therewith is monetary damages that are paid in full by the indemnifying party.SECTION 10.08Â Procedures Related to Indemnification for Other Claims. Â In the event any indemnified party should have a claim against any indemnifying party under Section 10.01 or 10.02 that does not involve a Third-Party Claim being asserted against or sought to be collected from such indemnified party, the indemnified party shall deliver notice of such claim to the indemnifying party promptly after obtaining knowledge of such claim. Â The failure by any indemnified party to so notify the indemnifying party shall not relieve the indemnifying party from any liability which it may have to such indemnified party under Section 10.01Â or 10.02, except and only to the extent that such indemnifying party is actually prejudiced as a result of such failure to give notice. Â If the indemnifying party disputes its liability with respect to such claim, the indemnifying party and the indemnified party shall proceed in good faith to negotiate a resolution of such dispute and, if not resolved through negotiations, such dispute may be resolved by litigation in an appropriate court of competent jurisdiction.SECTION 10.09Â Procedures Relating to Indemnification of Tax Claims.(a)If Genezen or Purchaser receives written notice of a claim by any taxing authority, which, if successful, might result in an indemnity payment to Genezen, Purchaser, one of their Affiliates or any of their respective officers, directors, employees, stockholders, agents or representatives pursuant to Section 10.01Â (a â€œTax Claimâ€), Genezen or Purchaser shall, within [***] ([***]) days of receipt of such notice, notify Seller and Seller Parent in writing of such Tax Claim in reasonable detail to apprise Seller of the nature of the Tax Claim.(b)Purchaser shall control all proceedings taken in connection with any Tax Claim; provided, however, (i) Purchaser shall keep Seller reasonably informed of the progress of such Tax Claim, (ii) Seller, at its sole cost and expense, shall be permitted to fully participate in the defense of such Tax Claim, (iii) Purchaser shall diligently prosecute such Tax Claim in good faith, and (iv) that Purchaser shall not settle any claim for Taxes relating to such proceedingsâ€‹70â€‹without Sellerâ€™s prior written consent (which shall not be unreasonably withheld) to the extent any such settlement would adversely affect Seller or any of its Affiliates or oblige it to make any indemnification payments for any Pre-Closing Tax Period.SECTION 10.10Â Tax Treatment of Indemnification Payments. Â Any indemnity payment under this Agreement shall be treated as an adjustment to the Purchase Price for Tax purposes, unless otherwise required by applicable Laws.ARTICLE XIâ€‹TerminationSECTION 11.01Â Termination. Â This Agreement may be terminated and the transactions contemplated hereby abandoned at any time prior to the Closing by:(a)mutual written consent of Seller and Purchaser; (b)Seller, if there shall have been a breach of any of the representations, warranties, agreements or covenants set forth in this Agreement on the part of Purchaser or Genezen which has rendered any conditions set forth in Section 3.02Â incapable of being satisfied, such violation or breach has not been waived by Seller, and the breach is not capable of being cured prior to the Outside Date or is not cured by the earlier of (i) [***] ([***]) days following Sellerâ€™s written notice to Purchaser of such breach and (ii) the Outside Date; provided that the right to terminate this Agreement under this Section 11.01Â (b) shall not be available to Seller if Purchaser is then permitted to terminate this Agreement pursuant to Section 11.01Â (c);(c)Purchaser, if there

shall have been a breach of any of the representations, warranties, agreements or covenants set forth in this Agreement on the part of Seller which has rendered any conditions set forth in Section 3.03Â incapable of being satisfied, such violation or breach has not been waived by Purchaser, and the breach is not capable of being cured prior to the Outside Date or is not cured by the earlier of (i) [***] ([***]) days following Purchaserâ€™s written notice to Seller of such breach and (ii) the Outside Date; provided that the right to terminate this Agreement under this Section 11.01Â (c) shall not be available to Purchaser if Seller is then permitted to terminate this Agreement pursuant to Section 11.01Â (b);(d)Purchaser, pursuant to Section 1.04Â ;(e)Seller or Purchaser, if the Closing does not occur on or prior to September 27, 2024 (the â€œOutside Dateâ€); provided, however, that the right to terminate this Agreement under this Section 11.01Â (e) shall not be available to a Party that is in breach in any material respect of any of its representations, warranties, covenants or agreements contained in this Agreement; or(f)either Party if any court of competent jurisdiction or other competent Governmental Entity shall have issued a statute, rule, regulation, order, decree or injunction or taken any other action permanently restraining, enjoining or otherwise prohibiting the transactions contemplated by this Agreement and such statute, rule, regulation, order, decree or injunction or other action shall have become final and non-appealable; provided, however, that the right to terminate this Agreement under this Section 11.01(f) shall not be available to a Party that is inâ€‹71â€‹breach in any material respect of any of its representations, warranties, covenants or agreements contained in this Agreement.SECTION 11.02Â Consequences of Termination. Â In the event of termination by Seller or Purchaser pursuant to this Article XI, written notice thereof shall forthwith be given to the other Party and the transactions contemplated by this Agreement shall be terminated, without further action by either Party. Â If this Agreement is terminated pursuant to this Article XI, this Agreement shall become void and of no further force or effect, except for the provisions of (a) Section 8.07Â relating to the obligation of Seller Parent, Seller, Purchaser and Genezen to keep confidential certain information and data obtained by it, (b) Section 8.03 relating to publicity, (c) this Article XI, and (d) Section 12.03 relating to certain expenses. Â Nothing in this Article XI shall be deemed to release either Party from any liability for any willful and material breach by such Party of the terms and provisions of this Agreement prior to such termination or to impair the right of either Party to compel specific performance by the other Party of its obligations under this Agreement.SECTION 11.03Â Attorneysâ€™ Fees Reimbursement. In the event that (a) either Seller or Purchaser terminates this Agreement pursuant to Section 11.01(e) due to a failure of the condition set forth in Section 3.02(d) to be satisfied, and (b) at the time of such termination, all of the conditions set forth in Section 3.01(a) and 3.03 have been satisfied (other than any such conditions that are by their nature to be satisfied at the Closing, but which conditions are capable of being satisfied at the Closing), [***] (the â€œAttorneysâ€™ Fees Reimbursementâ€) within [***] Business Days following such termination.Â The Attorneysâ€™ Fees Reimbursement shall not limit or otherwise affect the rights or remedies available to Seller under this Agreement in connection with such termination.ARTICLE XIIâ€‹MiscellaneousSECTION 12.01Â Assignment. Â None of Seller, Seller Parent, Purchaser or Genezen may assign or transfer this Agreement or any rights or obligations hereunder without the prior written consent of the other Parties, except that a Party may make such an assignment or transfer without the other Partiesâ€™ prior written consent to (i) any of its Affiliates (but only for so long as such Person is and remains an Affiliate of such Party, it being agreed that such Party shall cause such assignment to terminate prior to such time, if any, as such Person ceases to be an Affiliate of such Party), or (ii) upon prior written notice to Purchaser, to any successor to all or substantially all of the business and assets of such Party, whether in a merger, consolidation, sale of stock, sale of all or substantially all of its assets or other similar transaction; provided that Genezen may collaterally assign any or all of its rights and interests hereunder to one or more lenders of Genezen without the prior written of any other Party. Â Any permitted successor or assignee of rights and/or obligations hereunder shall, in a writing delivered to the other Parties, expressly assume performance of such rights and/or obligations. Â In the event of an assignment or transfer to an Affiliate as provided above in this Section 12.01Â , the assigning or transferring Party shall remain responsible (jointly and severally) with such Affiliate for the performance of such assigned or transferred obligations. Â Any assignment or transfer, or attempted assignment or transfer, by either Party in violation of the terms of this Section 12.01Â shall be null and void and of no legal effect.â€‹72â€‹This Agreement shall be binding on, and inure to the benefit of, each Party, its successors and permitted assigns.SECTION 12.02Â No Third-Party Beneficiaries. Â Except as provided in Article X, this Agreement is for the sole benefit of the Parties and their permitted assigns and nothing herein expressed or implied shall give or be construed to give to any person, other than the Parties and such assigns, any legal or equitable rights hereunder.SECTION 12.03Â Expenses. Â Whether or not the transactions contemplated hereby are consummated, and except as otherwise specifically provided in this Agreement or any other Transaction Document, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the Party incurring such costs or expenses [***].SECTION 12.04Â Guarantees.(a)Guarantee of Purchaser Obligations.(i)In consideration of Seller and Seller Parent agreeing to enter into this Agreement, Genezen hereby unconditionally and irrevocably guarantees to Seller and Seller Parent the due and punctual performance and observance by Purchaser of all of its obligations, commitments and undertakings under or pursuant to this Agreement (the â€œPurchaser Guaranteed Obligationsâ€), to the extent of any applicable limit on the liability of Purchaser under this Agreement.(ii)The liability of Genezen under this Section 12.04Â (a) shall not be released or diminished by any variation of the terms of this Agreement (whether or not agreed by Genezen), any forbearance, neglect or delay in seeking performance of any of the Purchaser Guaranteed Obligations, or any granting of time for such performance. (iii)If and whenever Purchaser defaults for any reason in the performance of any of the Purchaser Guaranteed Obligations, Genezen shall immediately on upon demand unconditionally perform (or procure performance of) and satisfy (or procure satisfaction of) such Purchaser Guaranteed Obligation in the manner prescribed by this Agreement and so that the same benefits shall be conferred on Seller, Seller Parent and their Affiliates as would have been received if such Purchaser Guaranteed Obligation had been duly performed and satisfied by Purchaser.(iv)This guarantee is to be a continuing guarantee and accordingly is to remain in force until all the Purchaser Guaranteed Obligations have been performed or satisfied regardless of the validity or enforceability of any provisions of this Agreement and notwithstanding the winding up, liquidation, dissolution or other incapacity of Purchaser or any change in the status, control or ownership of Purchaser. Â This guarantee is in addition to, without limitation to and not in substitution for, any rights or security that Seller, Seller Parent and their Affiliates may now or after the date hereof have or hold for the performance and observance of the Purchaser Guaranteed Obligations.â€‹73â€‹(v)As a separate and independent stipulation, Genezen agrees that any obligation, commitment or undertaking expressed to be undertaken by Purchaser (including any moneys expressed to be payable by Purchaser under this Agreement) that may not be enforceable against or recoverable from Purchaser by reason of any legal limitation on or of Purchaser or any fact or circumstance (other than any limitation expressly imposed by this Agreement) shall nevertheless be enforceable against and recoverable from Genezen as though the same had been incurred by Genezen and Genezen were the sole or principal obligor in respect thereof and shall be performed or paid by Genezen on demand.(vi)Nothing in this Section 12.04Â (a) is intended to expand the Liabilities of Purchaser or Genezen beyond what is otherwise expressly provided for in this Agreement.(b)Guarantee of Seller Obligations.(i)In consideration of Purchaser agreeing to enter into this Agreement, Seller Parent hereby unconditionally and irrevocably guarantees to Purchaser the due and punctual performance and observance by Seller of all of their obligations, commitments and undertakings under or pursuant to this Agreement (the â€œSeller Guaranteed Obligationsâ€), to the extent of any applicable limit on the liability of Seller under this Agreement.(ii)The liability of Seller Parent under this Section 12.04Â (b) shall not be released or diminished by any variation of the terms of this Agreement (whether or not agreed by Seller Parent), any forbearance, neglect or delay in seeking performance of any of the Seller Guaranteed Obligations, or any granting of time for such performance.(iii)If and whenever Seller defaults for any reason in the performance of any of the Seller Guaranteed Obligations, Seller Parent shall immediately on upon demand unconditionally perform (or procure performance of) and satisfy (or procure satisfaction of) such Seller Guaranteed Obligation in the manner prescribed by this Agreement and so that the same benefits shall be conferred on Purchaser and its Affiliates as would have been received if such Seller Guaranteed Obligation had been duly performed and satisfied by Seller.(iv)This guarantee is to be a continuing guarantee and accordingly is to remain in force until all the Seller Guaranteed Obligations have been performed or satisfied regardless of the validity or enforceability of any provisions of this Agreement and notwithstanding the winding up, liquidation, dissolution or other incapacity of Seller or any change in the status, control or ownership of Seller. Â This guarantee is in addition to, without limitation to and not in substitution for, any rights or security that Purchaser and its Affiliates may now or after the date hereof have or hold for the performance and observance of the Seller Guaranteed Obligations.â€‹74â€‹(v)As a separate and independent stipulation, Seller Parent agrees that any obligation, commitment or undertaking expressed to be undertaken by Seller (including any moneys expressed to be payable by Seller under this Agreement) that may not be enforceable against or recoverable from Seller by reason of any legal limitation on or of Seller or any fact or circumstance (other than any limitation expressly imposed by this Agreement) shall nevertheless be enforceable against and recoverable from Seller Parent as though the same had been incurred by Seller Parent and Seller Parent were the sole or principal obligor in respect thereof and shall be performed or paid by Seller Parent on demand.(vi)Nothing in this Section 12.04Â (b) is intended to expand the Liabilities of Seller or Seller Parent beyond what is otherwise expressly provided for in this Agreement.SECTION 12.05Â Amendments. Â This Agreement may not be amended except by an instrument in writing signed on behalf of each of the Parties. Â By an instrument in writing, Purchaser and Genezen, on the one hand, or Seller and Seller Parent, on the other hand, may waive compliance by the other with any term or provision of this Agreement that such other Party or Parties were or are obligated to comply with or perform. Â Any such waiver shall only be effective in the specific instance and for the specific and limited purpose for which it was given and shall not be deemed a waiver of any other provision of this Agreement or of the same breach or default upon any recurrence thereof. Â No failure on the part of any Party to exercise and no delay in exercising any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right.SECTION 12.06Â Notices. Â Any notice, request, demand, waiver, consent, approval or other communication permitted or required under this Agreement (each, a â€œNoticeâ€) shall be in writing, shall refer specifically to this Agreement and shall be deemed given only if delivered by hand or by email of a PDF attachment or by internationally recognized overnight delivery service that maintains records of delivery, addressed to the receiving Party at its address specified below or to such other address as the Party to whom notice is to be given may have provided to the other Party at least [***] ([***]) Business Days prior to such address taking effect in accordance with this Section 12.06Â . Â Such Notice shall be deemed to have been given as of the date (a) delivered by hand or internationally recognized overnight delivery service or (b) of sending by email if no automated notice of delivery failure is received by the sender. Â Any Notice delivered by email shall be confirmed by a hard copy delivered as soon as practicable thereafter.(a)if to Seller and/or Seller Parent,uniQure Inc.One Hartwell PlaceLexington, MA 02421Attention: Â Chief Legal OfficerEmail: Â [***]â€‹with a copy (which shall not constitute notice) to:â€‹75â€‹Covington & Burling LLPThe New York Times Building620 Eighth AvenueNew York, NY 10018-1405Attention:Stephen A. Infante, Esq.Email: Â [***](b)if to Purchaser and/or Genezen,Genezen Holdings Inc.9900 Westpoint Drive, Suite 128Indianapolis, IN 46256Attention: Steven FavaloroEmail: Â [***]with a copy (which shall not constitute notice) to:Goodwin Procter LLP100 Northern AvenueBoston, MA 02210Attention: Â [***]â€‹Email: Â [***]SECTION 12.07Â Interpretation; Exhibits; Seller and Purchaser Disclosure Schedules; Certain Definitions.(a)The definitions of the terms herein shall apply equally to the singular and plural forms of the terms defined. Â Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. Â The words â€œincludeâ€, â€œincludesâ€ and â€œincludingâ€ shall be deemed to be followed by the phrase â€œwithout limitationâ€. Â The word â€œwillâ€ shall be construed to have the same meaning and effect as the word â€œshallâ€. Â The word â€œorâ€ when used in this Agreement is not exclusive. Â The word â€œextentâ€ in the phrase â€œto the extentâ€ shall mean the degree to which a subject or other thing extends, and such phrase shall not mean simply â€œifâ€. Â All terms defined in this Agreement shall have their defined meanings when used in any certificate or other document made or delivered pursuant hereto, unless otherwise defined therein. Â Unless the context requires otherwise, (i) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth therein); provided however, with respect any item disclosed in the Seller Disclosure Schedule, such agreement, instrument or other document shall only reference such amendments, supplements or modifications if, and only if, such amendment, supplement or modification has been made available to Purchaser, (ii) the words â€œhereinâ€, â€œhereofâ€ and â€œhereunderâ€, and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (iii) all references herein to Articles, Sections or Exhibits shall be construed to refer to Articles, Sections or Exhibits of this Agreement, (iv) the headings contained in thisâ€‹76â€‹Agreement, the Seller Disclosure Schedule, the Purchaser Disclosure Schedule or any Exhibit and in the table of contents to this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement, and (v) references to any Person include the successors and permitted assigns of such Person. Â The phrase â€œmade availableâ€ used in this Agreement with respect to any item made available to Purchaser shall mean that such item was posted to the VDR as of 11:59 am on the date occurring three (3) Business Days prior to the Execution Date. References to any Law are to such Law as amended, modified, or supplemented from time-to-time as which respect to any statute, including by succession of comparable successor statutes and any rules or regulations promulgated thereunder; provided that for purposes of any representations and warranties contained in this Agreement that are made as of a specific date or dates, references to any Law shall be deemed to refer to such Law, as amended (and, in the case of statutes, any rules and regulations promulgated under such statutes), in each case, as of such date. Â The Seller Disclosure Schedule, the Purchaser Disclosure Schedule and all Exhibits annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Â Any capitalized terms used in the Seller Disclosure Schedule, the Purchaser Disclosure Schedule or any Exhibit annexed hereto but not otherwise defined therein, shall have the meaning as defined in this Agreement. Â In the event of an ambiguity or a question of intent or interpretation, this Agreement shall be construed as if drafted jointly by the Parties 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.(b)For all purposes hereof:â€œAccounts Receivableâ€ means all accounts receivable, notes receivable and other indebtedness due and owed by any Third Party to Seller or any of its Affiliates as of the effective time of the Closing on the Closing Date, including all trade accounts receivable representing amounts receivable in respect of goods shipped, products sold or services rendered prior to the effective time of the Closing and the full benefit of any security for such accounts or debts.â€œAcquisition Proposalâ€ means any inquiry, proposal or offer from any Person (other than Purchaser or its Affiliates) concerning the direct or indirect sale, lease, exchange or other disposition of any significant portion of the Facility or the Acquired Assets other than the transactions contemplated hereby by the Parties hereto (including via a sale of equity or asset purchase transaction); provided that, for the sake of clarity, an â€œAcquisition Proposalâ€ shall not include a bona fide offer, proposal or indication of interest made by another Person with respect to the acquisition of, or merger or consolidation or similar transaction with or involving Seller Parent or uniQure N.V., a Netherlands public limited liability company.â€œAffiliateâ€ means, with respect to any specified person, any other person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified person. Â For purposes of this definition, â€œcontrolâ€ when used with respect to any specified person means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise and the terms â€œcontrollingâ€ and â€œcontrolledâ€ have meanings correlative to the foregoing.â€œBusiness Dayâ€ means any day, other than a Saturday or Sunday, on which commercial banks are not required or authorized to close in the City of New York.â€‹77â€‹â€œCOBRAâ€ means the Consolidated Omnibus Budget Reconciliation Act of 1985 (or similar applicable state or local law that mandates the provisions of continued health coverage following a termination of employment).â€œCodeâ€ means the U.S. Internal Revenue Code of 1986, as amended.â€œCommercial Supply Agreementâ€ means the Commercial Supply Agreement in substantially the form of Exhibit A among Seller and Purchaser.â€œCompetitive Businessâ€ means [***].â€œComputer Systemsâ€ means software, computer firmware, computer hardware, computer or information technology systems or infrastructure, electronic data processing systems or networks, telecommunications networks, network equipment, interfaces, platforms, peripherals, and data or information contained therein or transmitted thereby, including any outsourced systems and processes, used in the Operations.â€œConfidentiality Agreementâ€ means the Mutual Confidentiality Agreement, dated as of October 3, 2023, between Purchaser and Seller.â€œContractâ€ means any contract, agreement, lease, license or other commitment or arrangement, whether oral or written, that is binding on any person or any of its property under applicable Law, including all amendments thereto.â€œCSL Contractsâ€ means [***], as amended from time to time.â€œDevelopment and Other Manufacturing Services Agreementâ€ means the Development and Other Manufacturing Services Agreement in substantially the form of Exhibit F, by and between Seller Parent and Purchaser.â€œdollarsâ€ or â€œ$â€ means lawful money of the United States of America.â€œEnvironmental Lawâ€ means any notice of liability, inquiry or violation, Law or Injunction issued by or entered into with any Governmental Entity, relating to pollution, protection of the environment or human health or the preservation or restoration of natural resources.â€œEnvironmental Liabilityâ€ means any Liability, loss, demand, claim or cost, contingent or otherwise (including any Liability for judgments, orders, damages, costs of investigation, remediation or monitoring, medical monitoring, natural resources damages, fines, penalties,

professional fees, or settlements), and relating to, arising under or resulting from (a) any actual or alleged (i) compliance or noncompliance with any Environmental Law or Permit, (ii) generation, use, storage, management, treatment, transportation or disposal of any Hazardous Material or (iii) presence, Release or threatened Release of, or exposure to, any Hazardous Material (including any exposure of any In-Scope Employee, Transferred Employee or former employee located at the Facility to Hazardous Materials) or (b) any contract, agreement, or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.â€‹78â€‹â€œExecutory Periodâ€ means the period between and including the Execution Date and the earlier of: (i) the Closing Date; and (ii) the date of the valid termination of this Agreement pursuant to ARTICLE XI.â€œFacility Divestitureâ€ means [***].â€œFDAâ€ means the United States Food and Drug Administration and any successor agency thereto.â€œFraudâ€ means an actual and intentional misrepresentation of fact with respect to the making of the representations and warranties set forth in either Article IV or Article VI or in any certificate or schedule delivered pursuant to Section 3.02Â (b) or Section 3.03Â (a) by the applicable Party, provided that such misrepresentation shall only be deemed to exist if the applicable Party making such representation or warranty had actual knowledge that the representations and warranties made by such Party were inaccurate when made with the intention that the other Party relies thereon to its detriment.â€œHazardous Materialâ€ means any chemical, substance, material or waste that is listed, classified or regulated by a Governmental Entity as a pollutant, contaminant, hazardous, toxic or deleterious or words of similar meaning or regulatory effect in relation to protection of the environment or human health (in relation to exposure to such chemicals, substances, materials or waste), including radioactive, explosive, medical or biohazardous materials or wastes, petroleum and its byproducts and distillates, asbestos or asbestos-containing materials, polychlorinated biphenyls, radon gas, or urea formaldehyde foam insulation.â€œIn-Scope Employeesâ€ means those individuals selected by Genezen who are (i) employed by Seller at, or in connection with, the Facility as of the Closing Date; and (ii)Â either (a) set forth on the In-Scope Employee List or (b) hired prior to the Closing Date to replace an individual listed in the In-Scope Employee List or to fill a vacancy listed in the In-Scope Employee List.â€œIntellectual Propertyâ€ means Know-How and any and all intellectual property rights of whatever kind or nature, including trade secrets, rights in patents, patent applications and copyrights.â€œInventionsâ€ means any discovery or invention, whether or not patentable.â€œInventoryâ€ means inventory as defined by Accounting Standards Codification (ASC) 330.â€œKnow-Howâ€ means [***].â€œKnowledge of Purchaserâ€ means the actual knowledge of the persons identified in Section 12.07(b)(i) of the Purchaser Disclosure Schedule and the knowledge that such persons would reasonably be expected to have after making due inquiry of the personnel having responsibility for any such matter in question.â€‹79â€‹â€œKnowledge of Sellerâ€ means the actual knowledge of the persons identified in Section 12.07(b)(i) of the Seller Disclosure Schedule and the knowledge that such persons would reasonably be expected to have after making due inquiry of the personnel having responsibility for any such matter in question.â€œLexington Lease Assignmentâ€ means the Assignment and Assumption of Lease for the premises under the Lexington Lease substantially in the form attached hereto as Exhibit G.â€œLiabilitiesâ€ means liabilities, obligations and commitments of whatever kind and nature, primary or secondary, direct or indirect, absolute or contingent, known or unknown, whether or not accrued.â€œLicensed Intellectual Propertyâ€ means the Intellectual Property, whether registered or unregistered, that is both (i) licensed to Seller, Seller Parent or their Affiliates and (ii) used by Seller, Seller Parent or their Affiliates as of the Closing Date and is necessary for or used in the Acquired Assets or the Operations, excluding any Intellectual Property specific to the [***].â€œManufactureâ€ means activities directed to manufacturing, processing, filling, finishing, assembly of any pharmaceutical or biologic product (or any components or process steps involving any such product) [***]. â€œManufacturingâ€ and â€œManufacturedâ€ will be construed accordingly. [***]â€œMaterial Adverse Effectâ€ means any state of facts, change, development, condition, effect, event, or occurrence that, individually or in the aggregate, has or would reasonably be expected to have, a material adverse effect on the Acquired Assets, the Assumed Liabilities or the condition or operation of the Facility taken as a whole or has, or is reasonably expected to have, a material adverse effect on the ability of Seller, Seller Parent or any of its Affiliates (as applicable) to perform its respective obligations under this Agreement and the Other Transaction Documents; provided, however, that none of the following, and no state of facts, change, development, condition, effect, event, or occurrence arising out of or resulting from the following, shall constitute or be taken into account, individually or in the aggregate, in determining whether there has been or will be a Material Adverse Effect: (a) (i) Sellerâ€™s and its Affiliatesâ€™ compliance with the express terms and conditions of this Agreement or the Other Transaction Documents, or (ii) any action by Seller or its Affiliates that Purchaser has expressly requested in writing be taken; (b) any state of facts, change, development, condition, effect, event, or occurrence affecting the pharmaceutical industry generally, the general economy in the United States or worldwide, or the credit or other financial markets; (c)Â regulatory or political conditions, including the worsening of any existing conditions; (d) any natural disaster, any epidemic, pandemic or outbreak of disease, pandemic or epidemic (including the COVID-19), any acts of terrorism, sabotage, military action or war (whether or not declared), or any escalation or worsening any of the foregoing, or any national or international calamity or crisis; (e) any failure of the operation of the Facility to meet internal or public forecasts, projections, predictions, guidance, estimates, milestones or budgets (but the underlying reason for the failure to meet such forecasts, projections, predictions, guidance, estimates, milestones or budgets may be considered, except as otherwise provided in this definition); or (f) any change or prospective change in Laws, GAAP or the interpretation or enforcement thereof; provided, further, that, with respect to a matter described in any of clauses (b), (c), (d) and (f), such state of facts, change, development, condition, effect, event,â€‹80â€‹or occurrence may be taken into account in determining whether there has been a Material Adverse Effect only to the extent such state of facts, change, development, condition, effect, event, or occurrence has a materially disproportionate adverse effect on the value of the Acquired Assets, the Assumed Liabilities or the operation of the Facility relative to other similar assets or facilities owned or operated by other Persons in the geographic region, industry or market, as applicable, in which the Facility operates (and only to the extent of such materially disproportionate adverse effect).â€œMidcap Amendmentâ€ means that certain Limited Consent and Amendment No. 4 to Credit, Security and Guaranty Agreement and Amendment to Pledge Agreement, to be dated as of the Closing Date, among Genezen Laboratories, Inc., Genezen MA, Inc., Genezen Acquisition Inc., the lenders party thereto, and Midcap Financial Trust, as agent, which amends that certain Credit, Security and Guaranty Agreement, dated as of October 29, 2021 (as amended from time to time prior to the date hereof, the â€œMidCap Credit Agreementâ€) to, among other things, (i) consent to the transactions contemplated by the Transaction Documents and (ii) extend an additional term loan to Genezen in a principal amount of $[***].â€œNet Reimbursement Amountâ€ means an amount (which may be positive or negative) equal to: (i) the Reimbursed Seller Expenses; minus (ii) the Reimbursed Purchaser Expenses.â€œNote Purchase Agreementâ€ means the Note Purchase Agreement, by and between Seller and Genezen, in substantially the form of Exhibit C-2.â€œOperationsâ€ means the Manufacturing of Products [***] by Seller at the Facility.â€œOperations Intellectual Propertyâ€ means any Intellectual Property owned and controlled by Seller, Seller Parent, and its Affiliates that is necessary or useful in the Operations at the Facility by Seller, Seller Parent or any of their Affiliates as of the Closing [***].â€œOther Transaction Documentsâ€ means the Transaction Documents other than this Agreement.â€œPermitsâ€ means all consents, approvals, authorizations, certificates, filings, notices, permits, concessions, registrations, franchises, licenses or rights of or issued by any Regulatory Authority or other Governmental Entity.â€œPersonâ€ means any individual, firm, corporation, partnership, limited liability company, trust, joint venture, Governmental Entity, Regulatory Authority or other entity.â€œPersonal Informationâ€ means information that directly or indirectly identifies, is reasonably capable of being associated with, or could reasonably be linked with a particular individual, device, or household of In-Scope Employees.â€œPost-Closing Tax Periodâ€ means any Tax period beginning after the Closing Date and the portion of any Straddle Period beginning on the day after the Closing Date.â€‹81â€‹â€œPre-Closing Tax Periodâ€ means any Tax period ending on or before the Closing Date and the portion of any Straddle Period ending on the Closing Date.â€œPrivacy and Security Requirementsâ€ means, collectively, all of the following to the extent applicable to the Operations: (i) Privacy Laws; (ii) internal and public-facing privacy, data handling and/or security policies of Seller or Sellerâ€™s Affiliates; (iii) Â industry standards (including, if appliable, the Payment Card Industry Data Security Standard (PCI DSS)) and (iv) Contracts that Seller or Sellerâ€™s Affiliates have entered into or by which they are bound.â€œPrivacy Lawsâ€ means any applicable Laws, statutes, rules, regulations, ordinances, orders, judgements, decisions, rulings or other applicable legal requirement that governs the receipt, collection, compilation, use, storage, processing, sharing, safeguarding, security, disposal, destruction, disclosure or transfer of Personal Information, and any such legal requirement governing privacy, data security, data or security breach notification, including, without limitation and to the extent appliable, Section 5 of the Federal Trade Commission, the Electronic Communications Privacy Act of 1986, the Stored Communications Act, the CAN-SPAM Act, the Telephone Consumer Protection Act, the California Online Privacy Protection Act, the California Consumer Privacy Act, any other United States state laws concerning privacy, data protection, and/ or data security, and analogous legislation.â€œProductâ€ means each biologic product set forth on Schedule 12.07(b)(i).â€œPurchaser Benefit Planâ€ means an employee benefit plan or program maintained or sponsored by (or required to be contributed to by) Purchaser or any of its Affiliates, whether now or hereafter established, that covers or shall cover any Transferred Employee.â€œPurchaser Employerâ€ means Purchaser or any Affiliate of Purchaser that employs an In-Scope Employee pursuant to Section 9.01.â€œPurchaser Fundamental Representationsâ€ means the representations and warranties of Purchaser contained in Section 6.01Â (Organization, Standing and Authority; Execution and Delivery; Enforceability), Section 6.02Â (Valid Issuance of Shares; Parent Capitalization) and Section 6.25Â (No Brokers).â€œPurchaser Material Adverse Effectâ€ means any state of facts, change, development, condition, effect, event or occurrence that, individually or in the aggregate, (a) prevents or materially impedes or delays the consummation by Purchaser and Genezen of the Acquisition or the other transactions contemplated by this Agreement or has, or is reasonably expected to have, a material adverse effect on the ability of Purchaser, Genezen or any of its Affiliates (as applicable) to perform its respective obligations under this Agreement and the Other Transaction Documents, or (b) has, or is reasonably expected to have, a material adverse effect on the business, operations, assets, liabilities, condition (financial or otherwise) of Genezen and its Subsidiaries (including Purchaser) taken as a whole; provided, however, that, solely with respect to clause (b) above, none of the following, and no state of facts, change, development, condition, effect, event, or occurrence arising out of or resulting from the following, shall constitute or be taken into account, individually or in the aggregate, in determining whether there has been or will be a Purchaser Material Adverse Effect: (i) any state of facts, change, development, condition,â€‹82â€‹effect, event, or occurrence affecting the contract pharmaceutical manufacturing industry generally, the general economy in the United States or worldwide, or the credit or other financial markets; (ii)Â regulatory or political conditions, including the worsening of any existing conditions; (iii) any natural disaster, any epidemic, pandemic or outbreak of disease, pandemic or epidemic (including the COVID-19), any acts of terrorism, sabotage, military action or war (whether or not declared), or any escalation or worsening any of the foregoing, or any national or international calamity or crisis; (iv) any failure of Genezen to meet internal or public forecasts, projections, predictions, guidance, estimates, milestones or budgets (but the underlying reason for the failure to meet such forecasts, projections, predictions, guidance, estimates, milestones or budgets may be considered, except as otherwise provided in this definition); or (v) any change or prospective change in Laws, GAAP or the interpretation or enforcement thereof; provided, further, that, with respect to a matter described in any of clauses (i), (ii), (iii) and (v), such state of facts, change, development, condition, effect, event, or occurrence may be taken into account in determining whether there has been a Purchaser Material Adverse Effect only to the extent such state of facts, change, development, condition, effect, event, or occurrence has a materially disproportionate adverse effect on the business, operations, assets, liabilities, condition (financial or otherwise) of Genezen and its Subsidiaries (including Purchaser) taken as a whole relative to other similar businesses owned or operated by other Persons in the geographic region, industry or market, as applicable, in which Genezen and its Subsidiaries (including Purchaser) operates (and only to the extent of such materially disproportionate adverse effect).â€œPurchaser Taxesâ€ means all Taxes to the extent arising out of or relating to the Acquired Assets or Operations for any Post-Closing Tax Period, in each case other than Excluded Tax Liabilities.â€œReagentsâ€ means those reagents listed on Appendix A.â€œRegulatory Authorityâ€ means any applicable supranational, federal, national, regional, state, provincial or local regulatory agencies, departments, bureaus, commissions, councils or other Governmental Entity, including the FDA, regulating or otherwise exercising authority with respect to the Facility.â€œReleaseâ€ means any release, spill, emission, leaking, dumping, injection, pouring, deposit, disposal, discharge, dispersal, leaching or migration into or through the indoor or outdoor environment (including ambient air, surface water, groundwater, land surface or subsurface strata).â€œSanctioned Countryâ€ means any country or region or government thereof that is, or has been in the last five years, the subject or target of a comprehensive embargo under Trade Laws (currently including Cuba, Iran, North Korea, Sudan, Syria, Venezuela, and the Crimea, Donetsk, and Luhansk regions of Ukraine).â€œSanctioned Personâ€ means any Person that is the subject or target of sanctions or restrictions Trade Laws, including: (i) any Person listed on any U.S. or applicable non-U.S. sanctions- or export-related restricted party list, including the List of Specially Designated Nationals and Blocked Persons maintained by OFAC; (ii) any Person that is, in the aggregate, 50 percent or greater owned, directly or indirectly, or otherwise controlled, as applicable, by a Personâ€‹83â€‹or Persons described in clause (i); or (iii) any Person located, organized, or resident in a Sanctioned Country.â€œSecurity Incidentâ€ means any (i) successful breach of security, phishing incident, ransomware or malware attack compromising the security of any Computer Systems, or (ii) incident in which Personal Information was accessed, disclosed or exfiltrated in an unauthorized manner (including where the foregoing was possessed or controlled by another Person on behalf of Seller or its Affiliates).â€œSeller Fundamental Representationsâ€ means the representations and warranties of Seller contained in Section 4.01Â (Organization, Standing and Authority; Execution and Delivery; Enforceability), the first sentence of Section 4.03Â (Good and Valid Title to Acquired Assets) and Section 4.15Â (No Brokers).â€œSeller Intellectual Propertyâ€ means any and all Know-How or other Intellectual Property, in each case, to the extent owned, licensed or sublicensed from a Third Party, or otherwise controlled, in each case, by Seller or any of its Affiliates.â€œSeller Marksâ€ means â€œuniQureâ€ and any associated logos and any names, logos or other trademarks of Seller or of any of its Affiliates and any trademarks that are similar to, or are otherwise variations or derivatives of, any of the foregoing.â€œSeries C Documentsâ€ means the Third Amended and Restated Certificate of Incorporation, Third Amended and Restated Investor Rights Agreement, Third Amended and Restated Right of First Refusal and Co-Sale Agreement and the Third Amended and Restated Voting Agreement, in substantially the forms attached hereto as of Exhibits B-1, B-2, B-3 and B-4, respectively.â€œSeries C Financingâ€ means Genezenâ€™s issuance and sale of at least $[***] of its Series C Preferred Stock and/or debt proceeds prior to or on the Closing Date.â€œStraddle Periodâ€ means any taxable period that includes (but does not end on) the Closing Date.â€œSubsidiaryâ€ of any person means another person, an amount of the voting securities, other voting ownership or voting partnership interests of which is sufficient to elect at least a majority of its Board of Directors or other governing body (or, if there are no such voting interests, 50% or more of the equity interests of which) is owned directly or indirectly by such first person or by another subsidiary of such person.â€œTaxâ€ means all federal, state, local and non-U.S. income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, capital stock, escheat or unclaimed property, franchise, profits, withholding, social security, employment, unemployment, disability, real property, personal property, sales, use, registration, ad valorem, value added, alternative or add-on minimum, estimated, or other taxes, charges, duties, fees, levies and similar assessments, including all interest, penalties and additions imposed with respect to such amounts (whether payable directly or by withholding and whether or not requiring the filing of a Tax Return).â€‹84â€‹â€œTax Returnâ€ means any return, declaration, report, form, claim for refund, information return, election or estimate filed or required to be filed with a Governmental Entity with respect to Taxes, including any schedule or attachment thereto, and including any amendment thereof.â€œThird Amended and Restated Certificate of Incorporationâ€ means the Third and Amended and Restated Certificate of Incorporation dated as of the Closing Date, in the form of Exhibit B-1.â€œThird Amended and Restated Investorsâ€™ Rights Agreementâ€ means the Third Amended and Restated Investorsâ€™ Rights Agreement, by and among Genezen, Seller and certain other stockholders of Genezen to be parties thereto, to be dated as of the Closing Date, in the form of Exhibit B-2.â€œThird Amended and Restated Right of First Refusal and Co-Sale Agreementâ€ means the Third Amended and Restated Right of First Refusal and Co-Sale Agreement, by and among Genezen, Seller and certain other stockholders of Genezen to be parties thereto, to be dated as of the Closing Date, in the form of Exhibit B-3.â€œThird Amended and Restated Voting Agreementâ€ means the Third Amended and Restated Voting agreement, by and among Genezen, Seller, and certain other stockholders of Genezen to be parties thereto, dated as of the Closing Date, in substantially the form of Exhibit B-4.â€œThird Partyâ€ means any person other than Seller, Seller Parent, Purchaser, Genezen or any of their respective Affiliates.â€œTransaction Documentsâ€ means (a) this Agreement, (b) the Transfer Documents, (c) the Commercial Supply Agreement, (d) the Series C Documents, (e) the Convertible Note, (f) the Note Purchase Agreement,(g) the Transition Services Agreement, (h) the Development and Other Manufacturing Services Agreement and (i) the Lexington Lease Assignment.â€œTransfer Documentsâ€ means the documents that are executed and delivered pursuant to Sections 2.01(b)(i), (vi), (vii) and (viii) and Section 2.01(c)(ii).â€œTransfer Taxesâ€ means all transfer, documentary, stamp duty, sales, use, registration, filing, conveyance, real property transfer gains, commodities and any similar Taxes incurred in connection with this Agreement and the transactions contemplated hereby.â€œTransferred Employeeâ€ means any In-Scope Employee who accepts the offer of employment described in Section 9.01Â and commences work for a Purchaser

Employer.â€œTransferred Employee Recordsâ€ means the following employment and personnel information with respect to each Transferred Employee, in each case, to the extent permitted by applicable Law: [***].â€‹85â€‹â€œTransition Services Agreementâ€ means the Transition Services Agreement in substantially the form of Exhibit E, by and between Seller and Purchaser, to be dated as of the Closing Date.â€œU.S. GAAPâ€ means generally accepted accounting principles in the United States, as in effect as of the date hereof.The following terms have the meanings given such terms in the Sections set forth below:â€‹â€‹â€‹Accounting Firm8.05(a)Accounts Receivable12.07Acquired Assets1.02(a)Acquisition1.01Acquisition Proposal12.07Affiliate12.07AgreementPreambleAllocation8.05(a)Assumed Liabilities1.03(a)Attorneysâ€™ Fees Reimbursement12.04(a)(i)Balance Sheet Date6.09Business Day12.07Cap10.01(c)Casualty Loss1.04(a)cGMP4.19(d)Closing2.01(a)Closing Date2.01(a)Closing Proration Statement2.03(d)Closing Stock Payment1.01COBRA12.07Code12.07Commercial Supply Agreement12.07Competitive Business12.07Computer Systems12.07Confidential Information8.07(a)Confidentiality Agreement12.07Continuation Period9.02(a)Contract12.07control12.07Conversion Shares6.02(a)Convertible Note1.01Deductible10.01(b)Development and Manufacturing Supply Agreement12.07Disabled Employee9.01(a)dollars12.07Environmental Law12.07Environmental Liability12.07Equity Commitment Letter6.11ERISA4.05(b)â€‹86â€‹â€‹â€‹ERISA Affiliate1.03(b)(vi)Excluded Assets1.03(c)Excluded Contract Liabilities1.03(b)(iv)Excluded Contracts1.02(c)(xv)Excluded Inventory1.02(c)(vii)Excluded Liability1.03(b)Excluded Other Rights1.02(c)(ix)Excluded Permits1.02(c)(viii)Excluded Records1.02(c)(x)Excluded Tax Liabilities1.03(b)(iv)Execution DatePreambleExecutory Period12.07FacilityPreambleFDA12.07FDA Application Integrity Policy6.17FDA Permits6.17Financing Documents54Fraud12.07GenezenPreambleGenezen Common Stock6.02(b)(i)Genezen Financial Statements6.09Genezen Preferred Stock6.02(b)(ii)Genezen Series C Preferred Stock1.01Genezen Stock Plan6.02(c)Governmental Entity3.01(a)Hazardous Material12.07indemnified party10.08(a)indemnifying party10.08(a)Independent Expert2.03(e)Information Security Reviews4.18(c)Injunction3.01(a)In-Scope Employee List4.05(a)In-Scope Employees12.07Intellectual Property12.07Internal Control Audit and Management Assessments8.01(a)(ii)(A)Inventions12.07Inventory12.07IP Contracts4.16(e)Know-How12.07Knowledge of Purchaser12.07Knowledge of Seller12.07Law3.01(a)Leave Employee9.01(a)Lexington Confidential Information5.03(a)Lexington Lease1.02(c)(i)Lexington Lease Assignment12.07â€‹87â€‹â€‹â€‹Liabilities12.07Licensed Intellectual Property12.07Liens4.02(a)Losses10.01(a)Manufacture12.07Material Adverse Effect12.07Material Permits4.08(b)Midcap Amendment12.07Midcap Credit Agreement12.07Midcap Incremental Loan54Money Laundering Laws6.19Net Reimbursement Amount12.07Non-Assignable Assets1.05(a)Note Purchase Agreement12.07Notice12.06Operations12.07Operations Intellectual Property12.07Option Plan6.11(e)Ordinary Course5.01Other Rights1.02(a)(iv)Other Transaction Documents12.07Outside Date11.01(d)Parent Intellectual Property6.05(a)PartyPreamblePermits12.07Permitted Liens4.03(a)Person12.07Personal Information12.07Post-Closing Tax Period12.07Pre-Closing Tax Period12.07Preliminary Allocation8.05(a)Privacy and Security Requirements12.07Privacy Laws12.07Product12.07Purchase Price1.01PurchaserPreamblePurchaser 401(k) Plan9.03(b)(i)Purchaser Benefit Plan12.07Purchaser Disclosure ScheduleArticle VIPurchaser Employer12.07Purchaser Fundamental Representations12.07Purchaser Guaranteed Obligations12.04(a)(i)Purchaser Indemnitees10.01(a)Purchaser Material Adverse Effect12.07Purchaser Taxes12.07Reagents12.07â€‹88â€‹â€‹â€‹Records1.02(a)(vii)Regulatory Authority12.07Regulatory Laws4.19(a)Reimbursed Purchaser Expenses2.03(b)Reimbursed Seller Expenses2.03(a)Release12.07Requested Information8.01(a)Review Period2.03(e)Sanctioned Country12.07Sanctioned Person12.07Security Incident12.07SellerPreambleSeller 401(k) Plan9.03(b)(i)Seller Benefit Plan4.05(b)Seller Bonus Amount9.02(d)Seller Bonus Arrangement9.02(d)Seller Disclosure ScheduleArticle IVSeller Disclosure Schedule Update8.09(b)Seller Financial Information35Seller Fundamental Representations12.07Seller Guaranteed Obligations12.04(b)(i)Seller Indemnitees10.02Seller Intellectual Property12.07Seller Marks12.07Seller ParentPreamble[***]1.02(c)(xviii)Series C Documents12.07Series C Financing12.07Site Offeree9.01(a)Specified Consent11Straddle Period12.07Subsidiary12.07Target Bonus9.02(d)Tax12.07Tax Claim10.10(a)Tax Return12.07Third Amended and Restated Certificate of Incorporation12.07Third Amended and Restated Investorsâ€™ Rights Agreement12.07Third Amended and Restated Right of First Refusal and Co-Sale Agreement12.07Third Amended and Restated Voting Agreement12.07Third Party12.07Third Party Claim10.08(a)Transaction Documents12.07Transfer Documents12.07Transfer Taxes12.07Transferred Contracts1.02(a)(ii)â€‹89â€‹Transferred Employee12.07Transferred Employee COBRA Liabilities9.03(b)Transferred Employee Records12.07Transferred IP1.02(a)(vii)Transferred Other Rights1.02(a)(v)Transferred Permits1.02(a)(iii)Transferred Personal Property1.02(a)(i)Transferred Records1.02(a)(vi)Transferred Service Provider1.03(a)(vii)Transferred Software1.02(a)(v)Transition Services Agreement12.07U.S. GAAP12.07Unresolved Dispute2.03(e)Written Request2.03(e)â€‹SECTION 12.08Â Counterparts. Â This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the Parties and delivered to the other Parties. Â Delivery of an executed counterpart of a signature page of this Agreement by facsimile, by PDF or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Agreement.SECTION 12.09Â Entire Agreement. Â This Agreement and the Other Transaction Documents contain the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersede all prior agreements and understandings relating to such subject matter.SECTION 12.10Â Severability. Â If any term or provision of this Agreement is invalid, illegal or incapable of being enforced by any applicable Law or public policy, all other conditions and provisions of this Agreement shall nonetheless remain in full force and effect so long as the economic and legal substance of the transactions contemplated by this Agreement is not affected in any manner materially adverse to any Party. Â Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement are consummated as originally contemplated to the fullest extent possible.SECTION 12.11Â Enforcement. Â The Parties agree that irreparable damage may occur and that the Parties may not have any adequate remedy at law if any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. Â It is accordingly agreed that except as expressly provided in this Agreement, the Parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in the Court of Chancery in the State of Delaware situated in New Castle County and any State of Delaware appellate court therefrom (or, but only to the extent the Court of Chancery declines to accept jurisdiction over a particular matter, any state or federal court within the State of Delaware), this being in addition to any other remedy to which any Party is entitled at law or in equity. Â The Seller and Seller Parent â€‹90â€‹and their respective Subsidiaries, Affiliates, directors, officers, employees, agents, partners, managers, members or stockholders shall not have any rights or claims against MidCap Financial Trust or any agent or lender party to the MidCap Amendment or MidCap Credit Agreement in connection with the transactions contemplated by this Agreement (each a â€œDebt Financing Party,â€ and collectively, the â€œDebt Financing Partiesâ€) in any way relating to this Agreement or any of the transactions contemplated by this Agreement, including any dispute arising out of or relating in any way to the performance of any financing commitments of such Debt Financing Party with respect to the transactions contemplated hereby, whether at law or equity, in contract, in tort or otherwise.SECTION 12.12Â Consent to Jurisdiction. Â Each Party irrevocably submits to the exclusive jurisdiction of (a) the United States District Court for the Southern District of New York, or if such court does not have jurisdiction, (b) the Supreme Court of the State of New York, New York County, and any appellate court from any thereof, for the purposes of any suit, action or other proceeding arising out of this Agreement, the Other Transaction Documents or any transaction contemplated hereby or thereby, or for recognition or enforcement of any judgment, and each Party irrevocably and unconditionally agrees that all claims in respect of any such suit, action or other proceeding may be heard and determined in such New York State or, to the extent permitted by applicable Law, in such Federal court. Â Each Party agrees to commence any such action, suit or proceeding either in the United States District Court for the Southern District of New York or if such suit, action or other proceeding may not be brought in such court for jurisdictional reasons, in the Supreme Court of the State of New York, New York County. Â Each Party further agrees that service of any process, summons, notice or document by U.S. registered mail to such Partyâ€™s respective address set forth above shall be effective service of process for any action, suit or proceeding in New York with respect to any matters to which it has submitted to jurisdiction in this Section 12.12. Â Each Party irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement, the Other Transaction Documents or the transactions contemplated hereby or thereby in any court referred to in the first sentence of this Section 12.12(a) and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.SECTION 12.13Â Waiver of Jury Trial. Â Each Party hereby waives to the fullest extent permitted by applicable Law, any right it may have to a trial by jury in respect of any litigation directly or indirectly arising out of, under or in connection with this Agreement, any of the Other Transaction Documents or any transaction contemplated hereby or thereby. Â Each Party (a) certifies that no representative, agent or attorney of any other Party has represented, expressly or otherwise, that such other Party would not, in the event of litigation, seek to enforce that foregoing waiver and (b) acknowledges that it and the other Parties have been induced to enter into this Agreement and the Other Transaction Documents, as applicable, by, among other things, the mutual waivers and certifications in this Section 12.13.SECTION 12.14Â Governing Law. Â THIS AGREEMENT AND ALL CLAIMS OR CAUSES OF ACTION (WHETHER AT LAW, IN CONTRACT, IN TORT OR OTHERWISE) THAT MAY BE BASED UPON, ARISE OUT OF OR RELATE TO THIS AGREEMENT OR THE NEGOTIATION, EXECUTION OR PERFORMANCE HEREOF SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE â€‹91â€‹INTERNAL LAWS OF THE STATE OF DELAWARE (INCLUDING ITS STATUTES OF LIMITATIONS) APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO THE CONFLICTS OF LAW PRINCIPLES OF SUCH STATE.SECTION 12.15Â Seller Non-Reliance. Â Each of Seller and Seller Parent acknowledges that, in making its determination to proceed with the transactions contemplated by this Agreement, it has conducted to its satisfaction an independent investigation of the financial condition, results of operations, assets, liabilities, and properties of Genezen and its Affiliates, and has relied on the results of its own independent investigation and the representations and warranties expressly and specifically set forth in Article VI and the Other Transaction Documents. Â Such representations and warranties by Purchaser and Genezen expressly and specifically set forth in Article VI and the Other Transaction Documents constitute the sole and exclusive representations and warranties of or regarding Purchaser, Genezen and its Affiliates to Seller and Seller Parent in connection with the transactions contemplated hereby, and Seller and Seller Parent each understands, acknowledges and agrees that all other representations and warranties of any kind or nature expressed or implied (including in respect of any of the financial condition, results of operations, assets, liabilities, properties and projected operations of Purchaser, Genezen or its Affiliates or in respect of the accuracy or completeness of any information related thereto furnished or made available to Seller, Genezen and their representatives) are specifically disclaimed by Seller and Seller Parent. Â Seller and Seller Parent each hereby acknowledges it has had such opportunity to seek accounting, legal, tax or other advice or information in connection with its entry into this Agreement and the other documents referred to herein relating to the consummation of the transactions contemplated hereby and thereby as it has seen fit.SECTION 12.16Â Purchaser Non-Reliance. Â Each of Purchaser and Genezen acknowledges that, in making its determination to proceed with the transactions contemplated by this Agreement, it has conducted to its satisfaction an independent investigation of the Facility, the Operations, the Acquired Assets, the Assumed Liabilities, the Excluded Assets and the Excluded Liabilities, and has relied on the results of its own independent investigation and the representations and warranties expressly and specifically set forth in Article IV and the Other Transaction Documents. Â Such representations and warranties by Seller and Seller Parent expressly and specifically set forth in Article IV and the Other Transaction Documents constitute the sole and exclusive representations and warranties of or regarding Seller, Seller Parent, their Affiliates, the Facility, the Operations, the Acquired Assets, the Assumed Liabilities, the Excluded Assets and the Excluded Liabilities to Purchaser and Genezen in connection with the transactions contemplated hereby, and Purchaser and Genezen each understands, acknowledges and agrees that all other representations and warranties of any kind or nature expressed or implied (including in respect of Seller, Seller Parent and their Affiliates, the Facility, the Operations, the Acquired Assets, the Assumed Liabilities, the Excluded Assets or the Excluded Liabilities, or the accuracy or completeness of any information related thereto furnished or made available to Purchaser and Genezen and their representatives) are specifically disclaimed by Purchaser and Genezen. Â Purchaser and Genezen each hereby acknowledges it has had such opportunity to seek accounting, legal, tax or other advice or information in connection with its entry into this Agreement and the other documents referred to herein relating to the consummation of the transactions contemplated hereby and thereby as it has seen fit.â€‹92â€‹SECTION 12.17Â Waiver and Release. Â Effective as of the Closing, each of Seller and Seller Parent, for itself and each of its Affiliates and its and their respective former, current and future directors, officers, employees, general and limited partners, managers, members, direct and indirect equityholders, controlling persons, Affiliates, attorneys, assignees, agents, advisors, and representatives, and representatives and Affiliates of any of the foregoing, and any former, current or future estates, heirs, executors, administrators, trustees, successors and assigns of any of the foregoing (each, a â€œSeller Releasorâ€), hereby irrevocably, knowingly and voluntarily releases, discharges and forever waives and relinquishes all claims, demands, obligations, liabilities, defenses, affirmative defenses, setoffs, counterclaims, actions and causes of action of whatever kind or nature, whether known or unknown, which any Seller Releasor has, may have, or might have or may assert now or in the future, against any of Purchaser, Genezen or their respective Affiliates (other than another Seller Releasor) or any of its or their respective former, current or future directors, officers, employees, general or limited partners, managers, members, direct or indirect equityholders, controlling persons, affiliates, attorneys, assignees, agents, advisors, or representatives, or representatives or Affiliates of any of the foregoing, or any former, current or future estates, heirs, executors, administrators, trustees, successors or assigns of any of the foregoing (each, a â€œSeller Releaseeâ€) arising out of, based upon or resulting from any Contract, transaction, event, circumstance, action, failure to act or occurrence of any sort or type, whether known or unknown, and which occurred, existed or was taken or permitted at or prior to the Closing; provided, however, that nothing contained in this Section 12.17Â shall release, waive, discharge, relinquish or otherwise affect any claim for Fraud or the rights or obligations of any Person under this Agreement or any Transaction Document. Â Seller and Seller Parent shall, and shall cause their respective Affiliates and Subsidiaries to, refrain from, directly or indirectly, asserting any claim or demand, or commencing, instituting or causing to be commenced any legal proceeding of any kind against a Seller Releasee based upon any matter released pursuant to this Section 12.17Â . Â Each Seller Releasee to whom this Section 12.17Â applies shall be a Third Party beneficiary of this Section 12.17Â .* * * * *â€‹â€‹93â€‹IN WITNESS WHEREOF, Seller, Seller Parent, Genezen and Purchaser have duly executed this Agreement as of the date first written above.â€‹UNIQUE INC.â€‹â€‹â€‹By/s/ Matthew Kapustaâ€‹Name:Matthew Kapustaâ€‹Title:Chief Executive Officerâ€‹â€‹â€‹UNIQUE BIOPHARMA B.V.â€‹â€‹â€‹By/s/ Christian Klemtâ€‹Name:Christian Klemtâ€‹Title:Chief Financial Officerâ€‹â€‹â€‹GENEZEN MA, INC.â€‹â€‹â€‹By/s/ Steve Favaloroâ€‹Name:Steve Favaloroâ€‹Title:Chief Executive Officerâ€‹â€‹â€‹GENEZEN HOLDINGS INC.â€‹â€‹â€‹By/s/ Steve Favaloroâ€‹Name:Steve Favaloroâ€‹Title:Chief Executive Officerâ€‹â€‹â€‹[Signature Page to Asset Purchase Agreement]â€‹Exhibit AForm of Commercial Supply Agreementâ€‹[***]â€‹â€‹â€‹Exhibit B-1Form of Third Amended and Restated Certificate of Incorporationâ€‹[***]â€‹â€‹â€‹Exhibit B-2Form of Third Amended and Restated Investorsâ€™ Rights Agreementâ€‹[***]â€‹â€‹â€‹Exhibit B-3Form of Third Amended and Restated Right of First Refusal and Co-Sale Agreementâ€‹[***]â€‹â€‹â€‹Exhibit B-4Form of Third Amended and Restated Voting Agreementâ€‹[***]â€‹â€‹â€‹Exhibit C-1Form of Convertible Promissory Noteâ€‹[***]â€‹â€‹â€‹Exhibit C-2Form of Note Purchase Agreementâ€‹[***]â€‹â€‹â€‹Exhibit DForm of Consent Agreement and Lease Amendmentâ€‹[***]â€‹â€‹â€‹Exhibit EForm of Transition Services Agreementâ€‹[***]â€‹â€‹â€‹Exhibit FForm of Development and Other Manufacturing Services Agreementâ€‹[***]â€‹â€‹â€‹Exhibit GForm of Lexington Lease Assignmentâ€‹[***]â€‹â€‹â€‹Exhibit HEquity Commitment Letterâ€‹[***]â€‹â€‹â€‹Appendix Aâ€‹[***]â€‹Exhibit 10.2Execution 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 CONFIDENTIALCONSENT AND AMENDMENT NO. 2 TO THIRD AMENDED AND RESTATED LOAN AND SECURITY AGREEMENTThis CONSENT AND AMENDMENT NO. 2 TO THIRD AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT (this â€œConsent and Amendmentâ€), is dated as of June 28, 2024 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 (â€œuniQure Bioâ€), (ii) UNIQURE, INC., a Delaware corporation (â€œUS Borrowerâ€ and together with uniQure Bio hereinafter collectively referred to as â€œBorrowerâ€), (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 (â€œuniQure IPâ€), 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 (â€œuniQure Holdingsâ€ and, together with Borrower and uniQure IP, the

â€œObligorsâ€), (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, â€œAgentâ€), and (c) the several banks and other financial institutions or entities from time to time parties to the Loan Agreement (collectively, referred to as â€œLenderâ€). Â Capitalized terms used herein without definition shall have the same meanings given them in the Amended Loan Agreement (as defined below).RECITALSA.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 (as so amended and as may be further be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the â€œLoan Agreementâ€), pursuant to which Lender has agreed to extend and make available to Borrower certain advances of money;B.WHEREAS, uniQure Bio has notified Agent that the certain Obligors have entered into that certain Asset Purchase Agreement, dated as of June 29, 2023, by and among US Borrower, as seller, uniQure Bio, as seller parent, Genezen Holdings Inc., and Genezen MA, Inc., as purchaser (the â€œAsset Purchase Agreementâ€; the Asset Purchase Agreement, together with each of the related documents executed and/or delivered in connection therewith, the â€œPurchase Documentsâ€), pursuant to which US Borrower intends to assign its right, title and interest in its lease on that certain property located at 113 Hartwell Avenue, Lexington, MA 02420 (the â€œLexington Siteâ€) and the Obligors intend to dispose of their rights, title and interest in the â€œAcquired Assetsâ€ on the â€œClosing Dateâ€ (each such term as defined in the Asset Purchase Agreement) (such dispositions, collectively, the â€œLexington Divestiture Transactionsâ€);â€‹1C.WHEREAS, following the closing of the Lexington Divestiture Transaction, US Borrower will transfer a seller note and certain equity interests issued to it under the Purchase Documents to uniQure Holdings (the â€œTransfersâ€)D.WHEREAS, Borrower has requested that Agent and Lender agree to consent to the Lexington Divestiture Transactions and the Transfers;E.WHEREAS, Agent and Lender agree to consent to the Lexington Divestiture Transactions and the Transfers upon the terms and conditions more fully set forth herein.AGREEMENTNOW THEREFORE, in consideration of the foregoing Recitals and intending to be legally bound, the parties hereto agree as follows:1.CONSENT TO LEXINGTON DIVESTITURE TRANSACTIONS AND THE TRANSFERS. Â Subject to the satisfaction of the conditions specified in Section 5, (i) Agent and Lender hereby consent to the Lexington Divestiture Transactions and the Transfers, (ii) Agent and Lender hereby agree, notwithstanding anything to the contrary in Section 7.8 of the Loan Agreement, that the Lexington Divestiture Transactions and the Transfers are permitted under Section 7.8 of the Loan Agreement, (iii) Agent agrees, upon the consummation of the Lexington Divestiture Transactions, release its security interest on such Collateral sold to Genezen LLC in accordance with the terms of the Asset Purchase Agreement and to execute and deliver to Borrower a Partial Release Agreement in the form attached hereto as Exhibit A.2.AMENDMENTS. Â In each case subject to the satisfaction of the conditions specified in Section 5 and 6 hereof:2.1.Section 1.1 of the Loan Agreement is hereby amended by inserting the following definitions in appropriate alphabetical order therein:â€œConsent and Amendment No. 2 Effective Dateâ€ means the date on which each of the conditions set forth in Section 5 of Consent and Amendment No. 2 to this Agreement have been satisfied.â€œGenezen Seller Noteâ€ 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.â€œInitial Back End Feeâ€ shall have the meaning assigned to such term in Section 2.6(b)(i).â€œInitial Term Loan End of Term Chargeâ€ shall have the meaning assigned to such term in Section 2.6(a)(i).â€œSubsequent Back End Feeâ€ shall have the meaning assigned to such term in Section 2.6(b)(ii).â€œSubsequent Term Loan End of Term Chargeâ€ shall have the meaning assigned to such term in Section 2.6(a)(ii).â€â€‹22.2.Section 2.6 of the Loan Agreement is hereby amended and restated in its entirety as follows:â€œAdditional End of Term Charges.(a)(i) On or before the Consent and Amendment No. 2 Effective Date, Borrower shall Borrower shall pay Lender an additional charge equal to $[***] (the â€œInitial Term Loan End of Term Chargeâ€).(ii) On the earliest to occur of (i) December 1, 2025, (ii) the date that Borrower prepays the outstanding Secured Obligations in full, or (iii) the date that the Secured Obligations become due and payable, Borrower shall pay Lender an additional charge equal to $[***] (the â€œSubsequent Term Loan End of Term Chargeâ€; the Subsequent Term Loan End of Term Charge, together with the Initial Term Loan End of Term Charge, the â€œTerm Loan End of Term Chargeâ€). Notwithstanding the required payment date of such Term Loan End of Term Charge, it shall be deemed earned by Lender as of the Restatement Date.(b)(i) On or before the Consent and Amendment No. 2 Effective Date, Borrower shall pay Lender an additional charge equal to $[***] (the â€œInitial Back End Feeâ€);(ii) On the earliest to occur of (A) January 5, 2027, (ii) the date that Borrower prepays the outstanding Secured Obligations in full, or (iii) the date that the Secured Obligations become due and payable, Borrower shall pay Lender an additional charge equal to $[***] (the â€œSubsequent Back End Feeâ€; the Subsequent Back End Fee, together with the Initial Back End Fee, the â€œBack End Feeâ€; and the Back End Fee, together with the 2018 End of Term Charge, the 2021 End of Term Charge and the Term Loan End of Term Charge, the â€œEnd of Term Chargeâ€). Notwithstanding the required payment date of such Back End Fee, it shall be deemed earned by Lender as of the Amendment Effective Date.â€2.3.Section 3.1(a) of the Loan Agreement is hereby amended and restated in its entirety as follows:â€œ(a) uniQure Holdings grants to Lender a first ranking right of pledge on (i) its shares in Corlieve Therapeutics, uniQure Bio, uniQure IP and Genezen Holdings Inc. and (ii) the Genezen Seller Note;â€2.4.Each reference in the Loan Agreement to â€œthis Agreementâ€ and the words â€œhereof,â€ â€œherein,â€ â€œhereunder,â€ or words of like import, shall mean and be a reference to the Loan Agreement as amended by this Consent and Amendment (the â€œAmended Loan Agreementâ€).3.BORROWERâ€™S REPRESENTATIONS AND WARRANTIES. Â Borrower represents and warrants that:3.1.Immediately upon giving effect to this Consent and Amendment (i)Â 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 â€‹3without duplication of any standard(s) of materiality contained in the Loan Documents as to such representations and warranties) and (ii)Â no Event of Default has occurred and is continuing with respect to which Borrower has not been notified in writing by Agent or Lender;3.2.Borrower has the corporate or other applicable company power and authority to execute and deliver this Consent and Amendment and to perform its obligations under the Amended Loan Agreement;3.3.[Reserved.]3.4.The execution and delivery by Borrower of this Consent and 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;3.5.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 Consent and 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 creditorsâ€™ rights; and3.6.As of the date hereof, it has no defenses against the obligations to pay any amounts under the Secured Obligations. Â 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 Consent and Amendment and in connection with the Loan Documents.Borrower understands and acknowledges that each of Agent and Lender is entering into this Consent and Amendment in reliance upon, and in partial consideration for, the above representations and warranties, and agrees that such reliance is reasonable and appropriate.4.LIMITATION. Â The consents and amendments set forth in this Consent and 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. Â Except as expressly amended hereby, the Loan Agreement shall continue in full force and effect.5.EFFECTIVENESS. Â This Consent and 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 â€œConsent and Amendment No. 2 Effective Dateâ€):5.1.Consent and Amendment No. 2. Â Obligors, Agent and Lender shall have duly executed and delivered this Consent and Amendment to Lender.â€‹45.2.Purchase Documents. Â Agent shall have received true and complete copies of each of the material Purchase Documents (including without limitation any manufacturing and/or supply agreements with Genezen LLC), in each case duly executed by each party thereto.5.3.Closing of Lexington Divestiture Transactions. Â The Lexington Divestiture Transactions shall have been consummated in accordance with applicable law and the Purchase Documents concurrently with the effectiveness of this Consent and Amendment and all conditions to the consummation of the Lexington Divestiture Transactions set forth therein shall have been satisfied or waived by the Obligors.5.4.Consents. Â Borrower shall have obtained all required consents and approvals required by Section 6.03(d) of the Asset Purchase Agreement, and shall have delivered true and complete copies thereof to Agent, in each case duly executed by each party thereto.5.5.Prepayment of Obligations. Â Borrower shall have prepaid the outstanding Term Loan Advances in an aggregate principal amount not less than $50,000,000 (together with all accrued and unpaid interest thereon) in accordance with Section 2.4 of the Loan Agreement.5.6.Payment of Initial Term Loan End of Term Charge. Â Borrower shall have paid the Initial Term Loan End of Term Charge in the amount of $[***] in accordance with Section 2.6(a)(i) of the Loan Agreement (as amended by this Consent and Amendment).5.7.Payment of Initial Back End Fee. Â Borrower shall have paid the Initial Back End Fee in the amount of $[***] in accordance with Section 2.6(b)(i) of the Loan Agreement (as amended by this Consent and Amendment).5.8.Filing of UCC-3 Financing Statement Amendments. Â Borrower shall have authorized the Agent to file amendments to the applicable financing statements to update such financing statements to reflect the transactions contemplated herein and in the Purchase Documents.6.CERTAIN COVENANTS.6.1.Perfection â€“ Certificated Equity. Â Within thirty (30) days after the Consent and Amendment No. 2 Effective Date (or such later date as may be agreed by Agent in its sole discretion), Borrower shall deliver to Agent all equity interest certificates of Genezen LLC issued to US Borrower and transferred to uniQure Holdings in accordance with the Purchase Documents, together with all applicable transfer powers or other instruments as may be required under the laws the Netherlands, each such transfer power or other instrument to be in form and substance reasonably satisfactory to Agent.6.2.Perfection â€“ Seller Note. Â Within thirty (30) days after the Consent and Amendment No. 2 Effective Date (or such later date as may be agreed by Agent in its sole discretion), Borrower shall deliver to Agent the original promissory note issued by Genezen LLC in favor of US Borrower and transferred to uniQure Holdings in accordance with the Purchase Documents, together with all applicable allonges or other instruments as may be required under the laws the Netherlands, each such allonge or other instrument to be in form and substance reasonably satisfactory to Agent.The failure to comply with any of the covenants set forth in this Section 6 within the applicable time frame set forth above shall constitute an immediate Event of Default.â€‹57.RELEASE. Â 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 â€œReleaseesâ€ and individually as a â€œReleaseeâ€), 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 Consent and 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. Â 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. Â 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.8.COUNTERPARTS. Â This Consent and 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. Â All counterparts shall be deemed an original of this Consent and Amendment. Â This Consent and Amendment may be executed by facsimile, portable document format (.pdf) or similar technology signature, and such signature shall constitute an original for all purposes.9.INCORPORATIONÂ BY REFERENCE.Â The provisions of Section 10 (Miscellaneous) of the Loan Agreement shall be deemed incorporated herein by reference, mutatis mutandis.10.EXPENSES. Â 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 attorneysâ€™ fees and expenses) in connection with the preparation, negotiation, execution and delivery of this Consent and Amendment and the Partial Release Agreement.11.LOAN DOCUMENTS. Â This Consent and Amendment shall constitute a Loan Document.[Remainder of this page intentionally left blank]â€‹â€‹6IN WITNESS WHEREOF, the parties have duly authorized and caused this Consent and Amendment to be executed as of the date first written above.â€‹â€‹â€‹â€‹BORROWERS:â€‹â€‹UNIQURE BIOPHARMA B.V.â€‹â€‹â€‹â€‹Signature:/s/ Christian Klemtâ€‹Print Name:Christian Klemtâ€‹Title:Chief Financial Officer,â€‹â€‹Directorâ€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹UNIQURE, INC.â€‹â€‹â€‹â€‹Signature:/s/ Matt Kapustaâ€‹Print Name:Matt Kapustaâ€‹Title:Chief Executive Officerâ€‹â€‹â€‹â€‹â€‹â€‹OBLIGORS:â€‹â€‹â€‹UNIQURE N.V. (formerly uniQure B.V.)â€‹â€‹â€‹â€‹Signature:/s/ Matt Kapustaâ€‹Print Name:Matt Kapustaâ€‹Title:Chief Executive Officerâ€‹â€‹â€‹UNIQURE IP B.V.â€‹â€‹â€‹â€‹Signature:/s/ Matt Kapustaâ€‹Print Name:Matt Kapustaâ€‹Title:Chief Executive Officerâ€‹â€‹Signature Page to Consent and Amendment No. 2 to Loan and Security Agreement Accepted in Palo Alto, California:â€‹â€‹â€‹AGENT:â€‹â€‹â€‹HERCULES CAPITAL, INC.â€‹â€‹â€‹â€‹By:[***]â€‹Name:[***]â€‹Its:[***]â€‹â€‹â€‹LENDER:â€‹â€‹â€‹HERCULES CAPITAL, INC.â€‹â€‹â€‹â€‹By:[***]â€‹Name:[***]â€‹Its:[***]â€‹â€‹â€‹HERCULES FUNDING IV, LLCâ€‹â€‹â€‹â€‹By:[***]â€‹Name:[***]â€‹Its:[***]â€‹â€‹â€‹HERCULES PRIVATE CREDIT FUND 1 L.P.â€‹â€‹â€‹â€‹By:Hercules Adviser LLC, its Investment Adviserâ€‹â€‹â€‹â€‹By:[***]â€‹Name:[***]â€‹Its:[***]â€‹â€‹â€‹HERCULES PRIVATE GLOBAL VENTURE GROWTH FUND I L.P.â€‹â€‹â€‹â€‹By:Hercules Adviser LLC, its Investment Adviserâ€‹â€‹â€‹â€‹By:[***]â€‹Name:[***]â€‹Its:[***]â€‹â€‹Signature Page to Consent and Amendment No. 2 to Loan and Security Agreement Exhibit AForm of Partial Release Agreement[***]Signature Page to Consent and Amendment No. 2 to Loan and Security Agreement Exhibit 10.3LANDLORD CONSENT TO ASSIGNMENT AND ASSUMPTION OF LEASEAND THIRD AMENDMENT TO LEASEThis Landlord Consent to Assignment and Assumption of Lease and Third Amendment to Lease (this â€œAgreementâ€) is made as of this 28th day of June, 2024 (the â€œExecution Dateâ€), by and among HARTWELL INNOVATION CAMPUS, LLC, a Delaware limited liability company (â€œLandlordâ€), UNIQURE, INC., a Delaware corporation (â€œAssignorâ€), and GENEZEN MA, INC., a Delaware corporation (â€œAssigneeâ€).RECITALS:A.King 113 Hartwell LLC, Landlordâ€™s predecessor-in-interest, as landlord, and Assignor, as tenant, entered into that certain Indenture of Lease dated as of July 24, 2013 (the â€œOriginal Leaseâ€), as amended by that certain First Amendment dated as of November 9, 2018 (the â€œFirst Amendmentâ€) and that certain Second Amendment dated as of June 17, 2019 (the â€œSecond Amendmentâ€) (collectively, the â€œExisting Leaseâ€), as affected by that certain Guaranty dated as of July 24, 2013 (the â€œuniQure Guarantyâ€), by uniQure N.V., a public limited liability company organized under the laws of the Netherlands (â€œuniQure Guarantorâ€), in favor of Landlord, pursuant to which Landlord has leased to Assignor certain premises (the â€œPremisesâ€) consisting of approximately 83,998 rentable square of space in the building commonly known as 113 Hartwell Avenue, Lexington, Massachusetts (as more particularly described in the Existing Lease, the â€œBuildingâ€). Â All capitalized words and phrases used in this Agreement and not otherwise defined herein shall have the meanings ascribed to them in the Existing Lease. Â The Existing Lease, as modified and amended by this Agreement, is referred to herein as the â€œLease.â€B.Assignor and Assignee intend to enter into an Assignment and Assumption of Lease (the â€œAssignment Agreementâ€) in the form attached hereto as Exhibit A, pursuant to which Assignor shall assign all of its right, title and interest in and to the Lease to Assignee.C.Assignor and Assignee have requested that Landlord grant its consent to the Assignment Agreement and Landlord has agreed to give such consent, upon and subject to the terms and conditions contained in this Agreement.D.Landlord and Assignee have agreed to modify and amend the Existing Lease, all on the terms and conditions hereinafter set forth.NOW THEREFORE, in consideration of the foregoing recitals which by this reference are incorporated herein and other good and valuable consideration, the receipt, sufficiency and delivery of which are hereby acknowledged, Landlord, Assignor and Assignee hereby agree as follows:1.Assignment Agreement. Â Assignor and Assignee hereby represent and warrant to Landlord as follows: (a) a true, complete and correct copy of the form of Assignment Agreement is attached hereto as Exhibit A; and (b) the Assignment Agreement, when and if executed by the Assignor and Assignee, shall, along with the APA (as defined

in the Assignment Agreement),â€‹â€‹constitute the entire agreement between Assignor and Assignee with respect to the Lease and the Premises. Â Not later than one (1) business day after the effective date of the fully executed Assignment Agreement (the â€œAssignment Effective Dateâ€), Assignee shall deliver a copy thereof to Landlord.2.Assumption. Â Notwithstanding anything to the contrary contained in the Assignment Agreement, upon the execution of the Assignment Agreement by the Assignor and Assignee and as of the Assignment Effective Date, Assignee, for itself and its successors and assigns, hereby assumes and agrees to perform and be bound by all of the covenants, agreements, provisions, conditions, liabilities and obligations of the Assignor under the Lease, including but not limited to, the obligation to pay all rent and other charges payable pursuant to the terms and conditions of the Lease. Â On or before the Assignment Effective Date, Assignee shall deliver, or cause to be delivered, a Letter of Credit in the amount and form required by the Lease (the â€œReplacement Letter of Creditâ€).3.Landlordâ€™s Consent. Â Subject to and in reliance upon (a) the terms, conditions, agreements and representations made to Landlord contained in this Agreement, and (b) the execution and effectiveness of the Assignment Agreement, Landlord hereby consents to the assignment of the Lease from Assignor to Assignee pursuant to this Agreement; provided, however, nothing contained in the Assignment Agreement or this Agreement shall be construed to amend, modify, waive, impair or affect (i)Â any of the terms, covenants, conditions, or provisions in the Lease, except as otherwise expressly set forth herein, (ii)Â any of the liabilities and obligations of Assignor under the Lease, except as otherwise expressly set forth herein, (iii)Â any rights or remedies of Landlord under the Lease, except as otherwise expressly set forth herein, or (iv)Â the obligations and liabilities of Landlord under the Lease, at law and/or in equity. Â This Agreement shall not constitute or be construed as a waiver, limitation or modification of the obligations of the tenant under the Lease to obtain the prior written consent of Landlord to any subsequent assignment, sublease or other transfer under the Lease.4.No Release. Â Notwithstanding anything to the contrary contained in the Assignment Agreement, but subject to the remainder of this Section 4, Assignor shall remain directly and primarily liable to Landlord for all of the obligations, liabilities, duties, covenants and conditions of the tenant under the Lease, whether the same arise before or after the Assignment Effective Date. Â From and after the Assignment Effective Date, the liability of Assignor shall be joint and several with that of the Assignee. Â Without limitation, Assignor shall be and remain liable for all such obligations and liabilities notwithstanding any subsequent assignment(s), sublease(s) or transfer(s) of the interest of the tenant under the Lease. Â Notwithstanding the foregoing or anything else to the contrary contained in the Lease, neither Assignor nor uniQure Guarantor shall have any liability to Landlord or Assignee under the Lease, this Agreement or the Assignment Agreement for any of the following: (i) any obligations, liabilities, duties, covenants and conditions of the tenant under the Lease to the extent first arising from and after May 31, 2029 (such date being the current expiration date of the Lease), including, without limitation, during the Second Additional Term, or (ii) any obligation or liability for the payment of Base Rent due and payable after the Execution Date of this Agreement to the extent that the Base Rent as amended in this Agreement for any particular time period exceeds the Base Rent for the same such time period set forth in the Base Rent tables in Sections 1.A and 1.B of the Second Amendment (the parties agreeing that only Assignee and Genezen Guarantor shall be responsible for such excess Base Rent), or (iii) any obligation or liabilityâ€‹2for the payment of costs and expenses relating to the payment for or performance of the Tenant Improvements (as hereinafter defined), improvements or Alterations, or (iv) any subsequent assignment(s), subleases(s), license(s), pledge(s), mortgage(s) or transfer(s) of the Lease or any interest of the tenant under the Lease or in the Premises or any part thereof that is not consented to by Assignor in writing in its sole discretion, or (v) any further amendment, modification, or supplement of the Lease not consented to by Assignor in writing in its sole discretion, or (vi) Â any holdover by Assignee, or (vii) the exercise of any option in the Lease by Assignee and any increased obligations or liabilities of the tenant under the Lease due to such exercise, or (viii) any obligation to remove or restore any improvements or Alterations unless Assignor agrees in writing to assume the same (Landlord acknowledges that no such obligations exist as of the Assignment Effective Date). Â In the event of a default by Assignee under the Lease that remains uncured beyond applicable notice and cure, Assignor will have the right, for an additional five (5) business days after the expiration of such notice and cure period under the Lease, to cure such default on behalf of Assignee and if applicable, to enter the Premises in order to cure any such default.5.Representations. Â Assignor represents to Landlord as of the Execution Date that (a) the Lease is in full force and effect; (b) except for the Assignment Agreement, the Lease has not been assigned, encumbered, amended, modified, extended or supplemented; (c) Assignor knows of no defense or counterclaim to the enforcement of the liabilities and obligations of the Assignor under the Lease; (d) to Assignorâ€™s knowledge, Assignor is not entitled to any reduction, offset or abatement of the rent payable under the Lease; and (e) to Assignorâ€™s knowledge, neither Assignor nor Landlord is in default in the performance of any covenant, agreement or condition contained in the Lease, and no event has occurred and no condition exists which, with the giving of notice or the lapse of time, or both, would constitute a default by Landlord or Assignor under the Lease. Â Landlord represents to Assignor and Assignee that (i) as of the Execution Date, Rent has not been prepaid more than thirty (30) days in advance, and (ii) to Landlordâ€™s knowledge, neither Assignor nor Landlord is in default in the performance of any covenant, agreement or condition contained in the Lease, and no event has occurred and no condition exists which, with the giving of notice or the lapse of time, or both, would constitute a default by Landlord or Assignor under the Lease. Â Landlord and Assignee each represents to Assignor that the Lease, as amended by this Agreement, is the only agreement between Landlord and Assignee regarding the Lease and the Premises.6.Further Assignment. Â Assignee hereby agrees that, in accordance with and subject to the terms and conditions of Section 13 of the Lease, there shall be no further assignment or subletting of the Lease, the Premises and/or any part thereof, without the prior written consent of Landlord in each instance, and any such assignment or subletting shall only be permitted in accordance with the terms and provisions of the Lease, including, without limitation, Section 13 thereof. Â Landlord acknowledges and agrees that, notwithstanding anything to the contrary in the Lease, Assignee may assign the Lease back to Assignor without Landlordâ€™s consent, but with prior notice to Landlord; provided that in the event of such assignment and assumption back to Assignor under this Section 6 (opposed to an assumption under Section 4 hereof), (i) Assignor shall assume all of the then applicable obligations of the tenant under the Lease notwithstanding the limitations on future liability set forth in Section 4 hereof, (ii) Assignor shall have a net worth of at least $150,000,000.00 at the time of such assignment and assumption, (iii) the uniQure Guaranty shall be reinstated to apply to all of the then applicable obligations of the tenant under the Lease and the limitations on future liability set forth in Section 4 hereof and the amendment to the uniQureâ€‹3Guaranty entered into concurrently with this Amendment shall not apply, and uniQure Guarantor shall confirm the foregoing in writing to Landlord, and (iv) any such assignment and assumption back to Assignor shall not release Assignee or Genezen Guarantor from its obligation hereunder or Â under the Lease or Genezen Guaranty.7.Amendments To Lease.A.Amended Guaranty. Â Concurrently with the execution of this Agreement, Landlord and uniQure Guarantor shall enter into an amendment to the uniQure Guaranty in the form attached hereto as Exhibit B. Â The uniQure Guaranty shall remain in full force and effect through May 31, 2029.B.Additional Guaranty. In addition to the uniQure Guaranty, simultaneously with the execution of this Agreement, Assignee shall cause Genezen Holdings, Inc. (â€œGenezen Guarantorâ€) to execute and deliver to Landlord an additional guaranty in the form attached hereto as Exhibit C (the â€œGenezen Guarantyâ€), as additional security for the payment and performance of all of Tenantâ€™s obligations under the Lease from and after the Assignment Effective Date. Â The Genezen Guaranty shall remain in full force and effect as of the Assignment Effective Date and thereafter throughout the Term of the Lease, as hereby extended and as may be further extended from time to time.C.Extension of Term. Â Effective as of the Assignment Effective Date, the Term of the Lease is hereby extended for an additional term (the â€œSecond Additional Termâ€) commencing on June 1, 2029 (â€œSecond Additional Term Commencement Dateâ€) and expiring on May 31, 2034 (â€œSecond Additional Term Extended Expiration Dateâ€). The Second Additional Term shall be upon all of the same terms and conditions of the Existing Lease in effect immediately preceding the Second Additional Term, except as set forth in this Agreement.D.Base Rent During the Second Additional Term. Notwithstanding anything to the contrary contained in the Existing Lease, in consideration of the agreements contained herein, the schedules of Base Rent as set forth in Sections 3.A and 3.B of the First Amendment, as amended by Sections 1.A and 1.B of the Second Amendment, are hereby amended for the period commencing as of the Assignment Effective Date and continuing through May 31, 2029 (the â€œAlternate Base Rent Periodâ€). Base Rent payable during the Alternate Base Rent Period and the Second Additional Term shall be payable in accordance with the following schedule:â€‹â€‹â€‹Time PeriodAnnual Base Rent Monthly PaymentPSFAssignment Effective Date - 5/31/2025:$4,993,681.10$416,140.09$59.456/1/2025 - 5/31/2026:$5,143,197.50$428,599.79$61.236/1/2026 - 5/31/2027:$5,297,753.80$441,479.48$63.076/1/2027 - 5/31/2028:$5,456,510.00$454,709.16$64.96â€‹4â€‹â€‹6/1/2028 - 5/31/2029:$5,620,306.10**$468,358.84$66.916/1/2029 - 5/31/2030:$6,627,442.20$552,286.85$78.906/1/2030 - 5/31/2031:$6,826,517.40$568,876.45$81.276/1/2031 - 5/31/2032:$7,031,472.50$585,956.04$83.716/1/2032 - 5/31/2033:$7,242,307.50$603,525.62$86.226/1/2033 - 5/31/2034:$7,459,022.40$621,585.20$88.80â€‹E.Extension Terms. Tenant shall continue to have the right to extend the Term of the Lease for two (2) additional five (5) year Extension Terms, upon all of the same terms and conditions as set forth in Section 1.2 of the Lease, except as follows:(i)The first such Extension Term shall commence on June 1, 2034 and expire on May 31, 2039 and the second such Extension Term shall commence on June 1, 2039 and expire on May 31, 2044.(ii)The second (2nd) sentence of Section 1.2(a) is deleted and the following is substituted in its place: â€œTenant must exercise such option to extend by giving Landlord written notice (the â€œExtension Noticeâ€) on or before the date (the â€œExtension Deadlineâ€) that is no later than twelve (12) months and no earlier than twenty-four (24) months prior to the expiration of the then-current Term of this Lease, time being of the essence.â€F.Landlordâ€™s Third Amendment Contribution.(i)Commencing as of the Assignment Effective Date, Tenant shall be entitled to use a contribution in an amount not to exceed Four Million One Hundred Ninety-Nine Thousand Nine Hundred and 00/100 Dollars ($4,199,900.00) (i.e., $50.00 per rentable square foot of the Premises) (â€œLandlordâ€™s Third Amendment Contributionâ€) for the costs relating to Alterations, which are permanently affixed to the Premises or which are â€œTenant Improvement Allowance Items,â€ as that term is defined in SectionÂ 7.F(ii), below (collectively, the â€œTenant Improvementsâ€); provided, however that Tenant shall only be entitled to apply up to Six Hundred Twenty-Nine Thousand Nine Hundred Eighty-Five and 00/100 Dollars ($629,985.00) (i.e., fifteen percent (15%) of Landlordâ€™s Third Amendment Contribution) toward Soft Costs (as defined below). Â In no event shall Landlord be obligated to make disbursements pursuant to this Section 7.F or otherwise in connection with Tenantâ€™s construction of the Tenant Improvements or any Tenant Improvement Allowance Items in a total amount which exceeds the sum of Landlordâ€™s Third Amendment Contribution. Â All Tenant Improvements for which Landlordâ€™s Third Amendment Contribution has been made available shall be deemed Landlordâ€™s property under the terms of the Lease; provided, however, Landlord may, by written notice to Tenant given concurrently with Landlordâ€™s approval of the plans and specifications for any Specialty Alterations, require Tenant, prior to the end of the Term, or given following any earlier termination of the Lease, at Tenantâ€™s expense, to remove such Tenant Improvements identified by Landlord and to repair any damage to the Premises andâ€‹5Building caused by such removal and return the affected portion of the Premises to a Building standard general office and research and development condition. Â Notwithstanding anything to the contrary herein or the Lease, Assignor shall have no obligation or liability for removal or restoration of any Tenant Improvements, including without limitation any Specialty Alterations.(ii)Except as otherwise set forth in this Section 7.F, Landlordâ€™s Third Amendment Contribution shall be disbursed by Landlord only for construction of Alterations and the following items and costs (â€œSoft Costsâ€) (collectively the â€œTenant Improvement Allowance Itemsâ€): all reasonable fees of the architect and the engineers for space planning and design for the Premises, owner project management fees, permit and license fees relating to construction and construction management fees. Â The cost of the purchase and/or installation of furniture, fixtures, laboratory equipment, or office equipment, installation of telephone or data cabling or other information technology, signage, and any other personal property shall be at Tenantâ€™s sole cost and expense and shall not be paid for by Landlordâ€™s Third Amendment Contribution. Any portion of Landlordâ€™s Third Amendment Contribution that is not disbursed or allocated for disbursement by the date which is thirty-six (36) months after the Execution Date of this Agreement, shall revert to Landlord and Tenant shall have no further rights with respect thereto. Â All Tenant Improvements shall be subject to the provisions relating to Landlordâ€™s approval of Alterations in the Lease. Notwithstanding anything to the contrary contained in the Existing Lease, Tenant shall, upon demand, reimburse Landlord for all third-party, out-of-pocket expenses incurred by Landlord in connection with the review and approval of Tenantâ€™s plans and specifications in connection with proposed Tenant Improvements to be made by Tenant to the Premises. Â No construction management fee shall be payable by Tenant to Landlord in connection with the Tenant Improvements. (iii)During the construction of the Tenant Improvements, Landlord shall make monthly disbursements of Landlordâ€™s Third Amendment Contribution for Tenant Improvement Allowance Items for the benefit of Tenant and shall authorize the release of monies for the benefit of Tenant as follows. Â On or before the fifthÂ (5th) day of each calendar month, during the design and construction of the Tenant Improvements (or such other date as Landlord may reasonably designate), Tenant shall deliver to Landlord: Â (a)Â a request for reimbursement of amounts paid to Tenantâ€™s Contractor (as hereinafter defined), approved by Tenant, in a form to be provided by Landlord, showing the schedule, by trade, of percentage of completion of the Tenant Improvements in the Premises, detailing the portion of the work completed and the portion not completed; (b)Â invoices from all subcontractors, laborers, materialmen, and suppliers used by Tenant (such subcontractors, laborers, materialmen, and suppliers, and the Contractor to be known collectively as â€œTenantâ€™s Agentsâ€), for labor rendered and materials for the Premises; (c)Â executed mechanicâ€™s lien waivers or releases, as applicable, from all of Tenantâ€™s Agents which shall comply with the appropriate provisions, as reasonably determined by Landlord, of M.G.L. Chapter 254, Section 32; and (d)Â all other information reasonably requested by Landlord. Â Tenantâ€™s request for payment shall be deemed Tenantâ€™s acceptance and approval of the work furnished and/or the materials supplied as set forth in Tenantâ€™s payment request. Â Within thirty (30 days thereafter, and provided that Tenant has paid the â€œTenant Contributionâ€ as provided in SectionÂ 7.F(v), below, Landlord shall deliver a check to Tenant made payable to Tenant in payment of the lesser of: (A) the amounts so requested by Tenant as set forth in this SectionÂ E(iii), above (less the Tenant Contribution, if applicable), less a five percent (5%) retention (the aggregate amount of such retentions to be known as the â€œFinal Retentionâ€), and (B)Â the balance of any remaining availableâ€‹6portion of Landlordâ€™s Third Amendment Contribution (not including the Final Retention, provided that Landlord does not dispute any request for payment based on non-compliance of any work with the plans and specifications approved by Landlord or due to any substandard work. Â Landlordâ€™s payment of such amounts shall not be deemed Landlordâ€™s approval or acceptance of the work furnished or materials supplied as set forth in Tenantâ€™s payment request.(iv)Following the completion of construction of the Tenant Improvements, Tenant shall deliver to Landlord (x) properly executed final mechanicâ€™s lien waivers and releases in compliance with M.G.L. Chapter 254, Section 32 from all Tenantâ€™s Agents, and a certificate certifying that the construction of the Tenant Improvements in the Premises has been substantially completed, and (y) a â€œclose-out packageâ€ in such format designated by Landlord (e.g., paper and/or electronic files) containing, without limitation, the following items (to the extent deemed necessary by Landlord): (a) as-built drawings and final record CAD drawings, (b) warranties and guarantees from all contractors, subcontractors and material suppliers, (c) all permits, approvals and other documents issued by any governmental agency in connection with the Tenant Improvements, (d) an independent air balance report, if required due to the nature of the Tenant Improvements, and (e) such other information or materials as may be reasonably requested by Landlord. Â Landlord shall only be obligated to make disbursements from Landlordâ€™s Third Amendment Contribution to the extent costs are incurred by Tenant for Tenant Improvement Allowance Items. Â All Tenant Improvement Allowance Items for which Landlordâ€™s Third Amendment Contribution have been made available shall be deemed Landlordâ€™s property under the terms of the Lease.(iii)Tenant shall engage a licensed general contractor reasonably approved by Landlord (the â€œContractorâ€) under a commercially reasonable and customary construction contract, reasonably approved by Landlord (collectively, the â€œContractâ€). Â Prior to the commencement of the construction of the Tenant Improvements, and after Tenant has accepted all bids for the Tenant Improvements, Tenant shall provide Landlord with a detailed breakdown, by trade, of the final costs to be incurred or which have been incurred in connection with the design and construction of the Tenant Improvements to be performed by or at the direction of Tenant or the Contractor, which costs form a basis for the estimated total costs of the work of the Tenant Improvement project (the â€œFinal Budgetâ€). Â If the Final Budget exceeds the amount of Landlordâ€™s Third Amendment Contribution (less any portion thereof already disbursed by Landlord, or which Tenant has requested disbursement by Landlord, on or before the commencement of construction of the Tenant Improvements) (the â€œOver-Allowance Amountâ€), then Landlord may withhold a percentage of each amount requested by Tenant to be disbursed under this Section 7.F (the â€œTenant Contributionâ€), which Tenant Contribution shall be equal to the amount of the Over-Allowance Amount divided by the amount of the Final Budget, and such payment by Tenant of the Tenant Contribution to the Contractor shall be a condition to Landlordâ€™s obligation to pay any amounts of Landlordâ€™s Third Amendment Contribution. Â Tenant shall deliver to Landlord an update of the Final Budget as requested by Landlord from time to time, and if there is an increase in the Final Budget by more than two percent (2%) from the initial Final Budget, then such updated Final Budget shall be used for purposes of calculating the Over-Allowance Amount and Tenant Contribution thereafter.â€‹(iv)Notwithstanding any provision to the contrary contained herein, upon any Event of Default under the Lease beyond any applicable notice and cure period (including, without limitation, any failure by Tenant to fund any portion of the Over-Allowance Amount) occurringâ€‹7at any time on or before the substantial completion of the Tenant Improvements, then in

addition to all other rights and remedies granted to Landlord pursuant to the Lease, Landlord shall have the right to withhold payment of all or any portion of Landlordâ€™s Third Amendment Contribution and/or Landlord may, without any liability whatsoever, cause the cessation of construction of the Tenant Improvements (in which case, Tenant shall be responsible for any delay and any costs occasioned thereby).â€‹G.Notices. Â For all purposes of the Lease, the notice address for Landlord is as follows:Hartwell Innovation Campus, LLCc/o Healthpeak Properties1900 Main Street, Suite 500Irvine, CA 92614Attention: LS Asset ManagementWith copies to:Hartwell Innovation Campus, LLCc/o Healthpeak Properties4600 South Syracuse Street, Suite 500Denver, CO 80237Attention: Legal DepartmentGoulston & Storrs PCOne Post Office Square, 25th FloorBoston, MA 02109Attention: [***]â€‹Effective as of the Assignment Effective Date, for all purposes of the Lease, the notice address for Assignor is as follows:â€‹uniQure, Inc.One Hartwell PlaceLexington, MA 02421Attn: Â Chief Legal OfficerEmail: [***]â€‹With a copy (which shall not constitute notice) to:â€‹Covington & Burling LLPThe New York Times Building620 Eighth AvenueNew York, NY 10018-1405Attn: Stephen A. Infante, Esq.â€‹Effective as of the Assignment Effective Date, for all purposes of the Lease, the notice address for Assignee is as follows:â€‹â€‹8Genezen MA, Inc.c/o Genezen Holdings Inc.9900 Westpoint Drive, Suite 128Indianapolis, IN 46256Attn: Steven FavaloroEmail: [***]â€‹With a copy to:â€‹Goodwin Procter LLP100 Northern AvenueBoston, MA 02210Attention: [***]â€‹Any notice given under the Lease or this Agreement by one party must be delivered to both other parties to this Agreement in order to be effective.â€‹8.Rents from Real Property. Â Notwithstanding anything contained in the Lease to the contrary, Tenant shall not: (i) assign, sublet, license, mortgage, pledge, hypothecate, encumber, or transfer the Lease or the Premises in whole or in part whether by changes in the ownership or control of Tenant, or any direct or indirect owner of Tenant, whether at one time or at intervals, by sale or transfer of stock, partnership or beneficial interests, operation of law or otherwise, or permit the occupancy or use of the Premises or any part thereof by any persons other than Tenant and its employees and contractors (each of the foregoing, a â€œTransferâ€) to an entity in which, under the Internal Revenue Code of 1986, as amended (the â€œCodeâ€), any entity that directly or indirectly owns Landlord and is qualified as a real estate investment trust (a â€œREIT Ownerâ€) owns, directly, indirectly or by applying constructive ownership rules set forth in Section 856(d)(5) of the Code, a ten percent (10%) or greater interest; or (ii) make any Transfer or other action under Section 8.2 of the Lease, in a manner that would cause any portion of the amounts received by Landlord pursuant hereto to fail to qualify as â€œrents from real propertyâ€ within the meaning of Section 856(d) of the Code. Â Tenant acknowledges and agrees that (a) Landlord has engaged a taxable REIT subsidiary (the â€œTRSâ€), which is an affiliate of Landlord, to operate the food services areas and fitness centers located in Building; (b) the TRS will further engage independent contractors as needed to operate such food service areas and fitness center consistent with existing operations, and (c) additional rent payable by Tenant in respect of the food service areas and/or fitness center has been (or will be) assigned to the TRS.9.Return of Letter of Credit; Release.(a)Landlord acknowledges it currently holds a letter of credit from Assignor in the amount of $1,740,224.75 (the â€œExisting Letter of Creditâ€). Â Within ten (10) business days of the receipt of the Replacement Letter of Credit, Landlord shall return the Existing Letter of Credit to Assignor along with any commercially reasonable documentation required by the bank that issued the Existing Letter of Credit to terminate the same. Â Landlord shall not make any draw on the Existing Letter of Credit after it receives the Replacement Letter of Credit. Â As of the receipt ofâ€‹9the Replacement Letter of Credit, Landlord releases Assignor from any obligation to maintain a Letter of Credit or Cash Security Deposit.(b)Landlord shall, and hereby does, release Assignor from any and all liability relating to the Lease arising or relating to the period from and after June 1, 2029.10.Brokerage. Â Landlord, Assignor and Assignee each warrants and represents that it has dealt with no broker or agent in connection with the assignment of the Lease or this Agreement. Â Assignor and Assignee, jointly and severally, hereby indemnify and hold harmless Landlord against and from, all costs, damages and expenses, including reasonable attorneysâ€™ fees and disbursements, arising out of or resulting from any claims for brokerage commissions, findersâ€™ fees or other compensation in connection with this Agreement by persons claiming through Assignor or Assignee. Â If any action or proceeding is brought against Landlord by reason of any such claim, then Assignor and Assignee, at their sole expense, shall defend such claim with counsel reasonably acceptable to Landlord and settle any such claim at their expense; however, any stipulation, settlement agreement, consent order, judgment or decree entered into in connection therewith shall be subject to the prior written approval of Landlord in all respects. Â Landlord hereby indemnifies and holds harmless Assignor and Assignee against and from, all costs, damages and expenses, including reasonable attorneysâ€™ fees and disbursements, arising out of or resulting from any claims for brokerage commissions, findersâ€™ fees or other compensation in connection with this Agreement by persons claiming through Landlord. If any action or proceeding is brought against Assignor or Assignee by reason of any such claim, then Landlord, at its sole expense, shall defend such claim with counsel reasonably acceptable to Assignor and/or Assignee, as applicable, and settle any such claim at Landlordâ€™s expense; however, any stipulation, settlement agreement, consent order, judgment or decree entered into in connection therewith shall be subject to the prior written approval of Assignor and/or Assignee, as applicable, in all respects.11.Inapplicable Lease Provisions. Sections 3.2, 3.3, 3.4 and 3.5, Exhibits 3A, 3B, 3C, 3D and 3E of the Original Lease and Sections 4 and 5 of the First Amendment shall have no applicability with respect to this Agreement or the Second Additional Term.12.Miscellaneous. Â The submission of drafts of this Agreement for examination and negotiation does not constitute an offer to lease, or a reservation of or option for, the Premises, and this Agreement shall not be binding upon Landlord, Assignor or Assignee unless and until Landlord, Assignor and Assignee have executed and delivered to the other parties a fully-executed version of this Agreement. Â Except as expressly and specifically set forth in this Agreement, the Existing Lease is hereby ratified and confirmed, and all of the terms, covenants, agreements and provisions of the Existing Lease shall remain unaltered and unmodified and in full force and effect throughout the balance of the Term of the Lease, as extended hereby. Â Each of Landlord, Assignor and Assignee agrees that this Agreement shall inure to the benefit of and be binding upon the other parties hereto, and their permitted successors and assigns. Â This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without giving effect to the conflict of law principles thereof.13.Termination; Conditions Precedent. Â Notwithstanding any provision contained in this Agreement to the contrary, the effectiveness of this Agreement and Landlordâ€™s consent hereunder are subject to the conditions precedent (the â€œConditions Precedentâ€) that by not laterâ€‹10than 5:00 PM EST on August 31, 2024 (i) the Assignment Effective Date shall have occurred, and (ii) a copy of the fully executed Assignment Agreement shall have been delivered to Landlord. Â Time is of the essence of the satisfaction of the Conditions Precedent, and if the Conditions Precedent are not satisfied by the foregoing date, then this Agreement shall terminate and expire, and be null and void, and of no force or effect.14.Counterparts. This Agreement may be executed in any number of counterparts and by each of the undersigned on separate counterparts, which counterparts taken together shall constitute one and the same instrument. Â This Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Â Without limitation, in addition to electronically produced signatures, â€œelectronic signatureâ€ shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.[Signature page follows]â€‹11IN WITNESS WHEREOF, Landlord, Assignor and Assignee have executed this Landlord Consent to Assignment and Assumption of Lease and Third Amendment to Lease as of the date and year first set forth above.LANDLORD:â€‹HARTWELL INNOVATION CAMPUS, LLC,a Delaware limited liability companyâ€‹â€‹â€‹â€‹By: /s/ Scott Bohnâ€‹Name: Scott R. Bohnâ€‹Title:Chief Development Officerâ€‹â€‹ASSIGNOR:â€‹UNIQURE, INC.,a Delaware corporationâ€‹â€‹â€‹â€‹By: /s/ Matt Kapustaâ€‹Name: Matt Kapustaâ€‹Title:Chief Executive Officerâ€‹â€‹ASSIGNEE:â€‹GENEZEN MA, INC., a Delaware corporationâ€‹â€‹â€‹â€‹By: /s/ Steve Favaloroâ€‹Name: Steve Favaloroâ€‹Title:Chief Executive Officerâ€‹â€‹â€‹â€‹12EXHIBIT AFORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT[***]â€‹â€‹â€‹Exhibit AEXHIBIT BFORM OF AMENDMENT TO UNIQURE GUARANTYAMENDMENT TO GUARANTYFIRST AMENDMENT TO GUARANTYTHIS FIRST AMENDMENT TO GUARANTY (this â€œAmendmentâ€) is made by and between uniQure N.V., a public limited liability company organized under the laws of the Netherlands, as successor-by-conversion to uniQure BV (â€œGuarantorâ€), and HARTWELL INNOVATION CAMPUS, LLC, a Delaware limited liability company (â€œLandlordâ€).RECITALSWHEREAS, uniQure, Inc., a Delaware corporation (â€œuniQureâ€), as tenant, and Landlord, as successor-in-interest to King 113 Hartwell LLC, as landlord, entered into that certain Indenture of Lease dated as of July 24, 2013 (the â€œOriginal Leaseâ€), as amended by that certain First Amendment dated as of November 9, 2018 (the â€œFirst Amendmentâ€) and that certain Second Amendment dated as of June 17, 2019 (the â€œSecond Amendmentâ€) (collectively, the â€œExisting Leaseâ€);WHEREAS, Guarantor delivered that certain Guaranty dated as of July 24, 2013 (the â€œExisting Guarantyâ€ and with this Amendment, the â€œGuarantyâ€) to Landlord to secure the payment obligations of uniQure as the tenant under the Existing Lease;WHEREAS, uniQure has assigned the Existing Lease to GENEZEN MA, INC., a Delaware corporation (â€œAssigneeâ€);WHEREAS, Landlord has consented to such assignment of the Existing Lease and together with Assignee and uniQure has amended the Existing Lease by that certain Landlord Consent to Assignment and Assumption of Lease and Third Amendment to Lease (the â€œConsentâ€ and with the Existing Lease, the â€œLeaseâ€);WHEREAS, in connection with the assignment and Consent, Genezen Holdings, Inc. (â€œGenezen Guarantorâ€) has delivered a guaranty of the Lease to Landlord; andWHEREAS, in connection with the Consent, uniQure will remain partially liable for obligations of the tenant under the Lease and Landlord and Guarantor desire to confirm the liability of Guarantor for such obligations on the terms and conditions herein.NOW THEREFORE, for and in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Guarantor hereby agree to amend the Existing Guaranty as follows:1.Recitals and Defined Terms. Â The foregoing recitals are hereby incorporated into this Amendment. Â All capitalized terms not otherwise defined herein shall have the same meanings as are ascribed to them in the Existing Guaranty and the Lease.â€‹Exhibit B-12.Guaranteed Obligations. Â Effective as of the Assignment Effective Date:a.The first clause (a) in Section 1 of the Existing Guaranty is hereby deleted and replaced with the following: â€œ(a) the total amount of Base Rent set forth in Sections 1.A and 1.B of the Second Amendment then-remaining due with respect to the portion of the term of the Lease expiring on May 31, 2029â€.b.The first clause (c) in Section 1 of the Existing Guaranty is hereby deleted.c.The last sentence of Section 1 of the Existing Guaranty is hereby deleted.3.[Intentionally Omitted]4.Assignment of the Lease. Â Notwithstanding Section 5 of the Existing Guaranty, from and after the Assignment Effective Date, Guarantor shall not be liable for any Guaranteed Obligations that arise due the actions or inactions of an assignee, subtenant, licensee, mortgagee or other transferee of the Lease that was not approved by uniQure in writing.5.Confirmation of Guaranty. Â Guarantor acknowledges that, except as expressly and specifically set forth in this Amendment, the Existing Guaranty is hereby ratified and confirmed, and all of the terms, covenants, agreements and provisions of the Existing Guaranty shall remain unaltered and unmodified and in full force and effect.6.Release of Guaranty. Â As of the Assignment Effective Date, Landlord shall, and hereby does, release Guarantor from any and all liability relating to the Guaranteed Obligations arising or relating to the period from and after June 1, 2029.7.Notices. Â For all purposes of the Guaranty, the notice address for Landlord is as follows:Hartwell Innovation Campus, LLCc/o Healthpeak Properties1900 Main Street, Suite 500Irvine, CA 92614Attention: LS Asset ManagementWith copies to:Hartwell Innovation Campus, LLCc/o Healthpeak Properties4600 South Syracuse Street, Suite 500Denver, CO 80237Attention: Legal DepartmentGoulston & Storrs PCOne Post Office Square, 25th FloorBoston, MA 02109Attention: [***]â€‹â€‹Exhibit B-2Effective as of the Assignment Effective Date, for all purposes of the Guaranty, the notice address for Guarantor is as follows:â€‹c/o uniQure, Inc.One Hartwell PlaceLexington, MA 02421Attn: Â Chief Legal OfficerEmail: [***]â€‹With a copy (which shall not constitute notice) to:â€‹Covington & Burling LLPThe New York Times Building620 Eighth AvenueNew York, NY 10018-1405Attn: [***]â€‹15.Miscellaneous. Â Each of Landlord and Guarantor agrees that the Guaranty shall inure to the benefit of and be binding upon the other parties hereto, and their permitted successors and assigns. Â The Guaranty shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without giving effect to the conflict of law principles thereof.16.Counterparts. Â This Amendment may be executed in any number of counterparts and by each of the undersigned on separate counterparts, which counterparts taken together shall constitute one and the same instrument. Â This Amendment may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Â Without limitation, in addition to electronically produced signatures, â€œelectronic signatureâ€ shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.[Signature page follows]â€‹â€‹Exhibit B-3IN WITNESS WHEREOF, Guarantor and Landlord have executed this First Amendment to Guaranty as of the day and year first written above.â€‹â€‹â€‹Landlord:â€‹â€‹â€‹HARTWELL INNOVATION CAMPUS, LLC,a Delaware limited liability companyâ€‹â€‹â€‹â€‹By:â€‹â€‹Name:â€‹â€‹Its:â€‹â€‹â€‹Guarantor:â€‹â€‹â€‹UNIQURE, N.V., a public limited liability company organized under the laws of the Netherlandsâ€‹â€‹â€‹â€‹By:â€‹â€‹Name:â€‹â€‹Its:â€‹â€‹â€‹Exhibit B-4EXHIBIT CFORM OF ADDITIONAL GUARANTYGUARANTYThis GUARANTY dated as of _____, 2024 is made by GENEZEN HOLDINGS, INC., a Delaware corporation (the â€œGuarantorâ€), in favor of Hartwell Innovation Campus, LLC, a Delaware limited liability company (â€œLandlordâ€).GENEZEN MA, INC., a Delaware corporation (â€œTenantâ€) and Landlord are parties to that certain Lease dated July 24, 2013, as amended by a First Amendment dated as of November 9, 2018, a Second Amendment dated June 17, 2019 and a Landlord Consent to Assignment and Assumption of Lease and Third Amendment to Lease dated as of even date herewith (collectively, the â€œLeaseâ€) with respect to certain premises within the building located at 113 Hartwell Avenue, Lexington, Massachusetts (the â€œPremisesâ€). Â In order to induce Landlord to enter into the Landlord Consent to Assignment and Assumption of Lease and Third Amendment to Lease, Guarantor has agreed to execute and deliver this Guaranty to Landlord. Â For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor hereby agrees to unconditionally guarantees the timely and punctual payment of all Rent, as defined in the Lease, and other payments required to be paid by Tenant, and the timely and prompt full performance and observance of all the covenants, conditions and agreements therein provided to be performed and observed by Tenant under the Lease. Â Guarantor expressly agrees that the validity of this agreement and the obligations of Guarantor shall in no way be terminated, affected or impaired by reason of the granting by Landlord of any indulgences to Tenant or by reason of the assertion by Landlord against Tenant of any of the rights or remedies reserved to Landlord pursuant to the provisions of the Lease or by the relief of Tenant from any of Tenant's obligations under the Lease by operation of law or otherwise (including, but without limitation, the rejection of the Lease in connection with proceedings under the bankruptcy laws now or hereafter enacted); Guarantor hereby waiving all suretyship defenses.The obligations of Guarantor include the payment to Landlord of any monies payable by Tenant under any provisions of the Lease, at law, or in equity, including, without limitation, any monies payable by virtue of the breach of any warranty, the grant of any indemnity or by virtue of any other covenant of Tenant under the Lease.Guarantor further covenants and agrees that this Guaranty shall remain and continue in full force and effect during the Term and as to any renewal, modification or extension of the Lease, whether or not Guarantor shall have received any notice of or consented to such modification. Â Guarantor further agrees that its liability under this Guaranty shall be primary (and that the heading of this instrument and the use of the word "Guaranty(s)" shall not be interpreted to limit the aforesaid primary obligations of Guarantor), and that in any right of action which shall accrue to Landlord under the Lease, Landlord may, at its option, proceed against Guarantor, any other guarantor, and Tenant, jointly or severally, and may proceed against Guarantor without having commenced any action against or having obtained any judgment against Tenant or any otherâ€‹Exhibit C-1guarantor. Â Guarantor irrevocably waives any and all rights Guarantor may have at any time prior to performance in full of all of the guaranteed obligations under this Guaranty (whether arising directly or indirectly, by operation of law or by contract or otherwise) to assert any claim against Tenant on account of payments made under this Guaranty, including, without limitation, any and all rights of or claim for subrogation, contribution, reimbursement, exoneration and indemnity, and further waives any benefit of and any right to participate in any security deposit or other collateral which may be held by Landlord; and Guarantor will not claim any set-off or counterclaim against Tenant in respect of any liability Guarantor may have to Tenant.Guarantor hereby waives presentment, protest, notice of default, demand for payment, and all other suretyship defenses whatsoever with respect to any payment guaranteed under this Guaranty, and agrees to pay unconditionally upon demand all amounts owed under the Lease. Â Guarantor further waives any setoff or counterclaim (except for any compulsory counterclaims that must be brought in an action commenced by Landlord against Tenant or Guarantor) that Tenant or Guarantor may have or claim to have against Landlord and the benefit of any statute of limitations affecting Guarantor's liability under this Guaranty. Â Guarantor hereby agrees to indemnify Landlord and hold it harmless from and against all loss and expense, including legal fees, suffered or incurred by Landlord as a result of claims to avoid any payment received by Landlord from Tenant with respect to the obligations of Tenant under the Lease. Â If Landlord retains an attorney to enforce this Guaranty or to bring any action or any appeal in connection with this Guaranty, the Lease, or the collection of any payment under this Guaranty or the Lease, Landlord shall be entitled to recover its attorneys' fees, costs and disbursements in connection therewith, as determined by the court before which such action or appeal is heard, in addition to any other relief to which Landlord may be entitled.Guarantor represents to Landlord that Guarantor owns, directly or indirectly, a majority of the outstanding ownership interests of Tenant.It is agreed that the failure of Landlord to insist in any one or more instances upon a strict performance or observance of any of the terms, provisions or covenants of the Lease or to exercise any right therein contained shall not be construed or deemed to be a waiver or relinquishment for the future of such term, provision, covenant or right, but the same shall continue and remain in full force and effect. Â Receipt by Landlord of rent with knowledge of the

breach of any provision of the Lease shall not be deemed a waiver of such breach.No subletting, assignment or other transfer of the Lease, or any interest therein, shall operate to extinguish or diminish the liability of Guarantor under this Guaranty; and wherever reference is made to the liability of Tenant named in the Lease, such reference shall be deemed likewise to refer to Guarantor.All payments becoming due under this Guaranty and not paid within ten (10) days after written notice from Landlord that the same is due shall bear interest from the applicable due date until received by Landlord at the rate set forth in Section 5.4 of the Lease for late payments.It is further agreed that all of the terms and provisions hereof shall inure to the benefit of the heirs, executors, administrators and assigns of Landlord, and shall be binding upon the heirs, successors and assigns of Guarantor. Â Each reference in this Guaranty to Guarantor shall be deemedâ€‹Exhibit C-2to include the successors and assigns of Guarantor, all of whom shall be bound by the provisions of this Guaranty; provided, however, notwithstanding any such assignment, the original Guarantor shall remain fully and completely liable and responsible for all of its obligations, duties, and liabilities under this Guaranty. Â In no event shall this Guaranty be assigned, transferred, modified or amended without the prior written consent of Landlord in each instance. Â Landlord shall have the unrestricted right to assign this Guaranty in connection with an assignment of the landlordâ€™s interest in the Lease without the consent of, or any other action required by, Guarantor.Guarantor shall at any time and from time to time upon not less than thirty (30) daysâ€™ prior written notice from Landlord, execute, acknowledge and deliver to Landlord a statement in writing certifying that this Guaranty is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), it being intended that any such statement delivered pursuant hereto may be relied upon by Landlord, any prospective purchaser of the Building or of any interest of Landlord therein, any Mortgagee or prospective Mortgagee thereof, any lessor or prospective lessor thereof, any lessee or prospective lessee thereof, or any prospective assignee of any mortgage thereof.Guarantor hereby agrees that this Guaranty shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to principles of conflict of laws. Â Guarantor hereby agrees that all actions to enforce this Guaranty, and all disputes arising, directly or indirectly, out of or relating to this Guaranty, shall be dealt with and adjudicated in the state courts of the Commonwealth of Massachusetts or the federal courts for the Commonwealth of Massachusetts and for that purpose hereby expressly and irrevocably submits itself to the sole and exclusive jurisdiction of such courts. Â Guarantor waives any and all rights under the laws of any state or the United States or otherwise to object to such jurisdiction. Â Guarantor hereby irrevocably appoints Tenant as its agent for service of process in connection with any such action. Â Guarantor agrees that so far as is permitted under applicable law, this consent to personal jurisdiction shall be self-operative and no further instrument or action, other than service of process as otherwise permitted by law, shall be necessary in order to confer jurisdiction upon it in any such court.Notices given under this Guaranty shall be in writing and delivered, sent or transmitted in the manner set forth in the Lease (i)Â if to Landlord, to Hartwell Innovation Campus, LLC, c/o Healthpeak Properties, 1900 Main Street, Suite 500, Irvine, CA 92614, Attention: LS Asset Management, with a copy to Hartwell Innovation Campus, LLC, c/o Healthpeak Properties, 4600 South Syracuse Street, Suite 500, Denver, CO 80237, Attention: Legal Department, and to Goulston & Storrs, PC, One Post Office Square, Boston, MA 02109, Attention: Jean Bowe, Esq., and (ii)Â if to Guarantor, to it at: Â 9900 Westpoint Drive, Suite 128, Indianapolis, IN 46256, Attention: Steve Favaloro, with a copy to Goodwin Procter LLP, 100 Northern Avenue, Boston, MA 02210, Attention: Andrew C. Sucoff, Esq., or such other address as Landlord or Guarantor has specified by written notice to the other. Â Except as otherwise specifically required herein, notice of the exercise of any right, option or power granted to Landlord by this Guaranty is not required to be given.Unless Guarantor is traded on a U.S. public stock exchange or other public stock exchange providing financial information in English readily available in the Boston area (whether via the internet or otherwise), Guarantor shall deliver to Landlord, within thirty (30) days after Landlordâ€™sâ€‹Exhibit C-3reasonable request (which request may be made no more than once per calendar year, provided that such limitation shall not apply in the event of a sale or financing of any of Landlordâ€™s interest in the Lease or the property of which the Premises are a part) Guarantorâ€™s most recently completed audited financial statements, and if Guarantor does not have audited financial statements Guarantor shall deliver unaudited financial statements. Â Any such financial information may be relied upon by Landlord and any actual or potential lessor, purchaser, or mortgagee of the Property or any portion thereof.Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Lease.[Signature Page Follows]â€‹â€‹Exhibit C-4IN WITNESS WHEREOF, Guarantor executes this Guaranty as an instrument under seal as of the day and year first written above.â€‹â€‹â€‹â€‹GUARANTOR:â€‹â€‹â€‹â€‹GENEZEN HOLDINGS, INC.,â€‹a Delaware corporationâ€‹â€‹â€‹By:â€‹â€‹Name:â€‹â€‹Title:â€‹â€‹Exhibit C-5Exhibit 10.4ASSIGNMENT AND ASSUMPTION OF LEASEThis ASSIGNMENT AND ASSUMPTION OF LEASE (this â€œAssignmentâ€) is made as of July 22, 2024 (â€œExecution Dateâ€) by and between uniQure, Inc., a Delaware corporation (â€œAssignorâ€), and Genezen MA, Inc., a Delaware corporation (â€œAssigneeâ€).WITNESSETHA.WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of June 29, 2024 (the â€œAPAâ€) by and among Assignor, uniQure biopharma B.V., Assignee and Genezen Holdings, Inc. pursuant to which Assignee is purchasing certain assets related to Assignorâ€™s manufacturing and supplying of biologic products at the Premises (as hereinafter defined), and Assignor and Assignee are entering into this Assignment as required by the terms of the APA.B.WHEREAS, pursuant to that certain Indenture of Lease dated as of July 24, 2013 (the â€œOriginal Leaseâ€), between Hartwell Innovation Campus, LLC, as successor in interest King 113 Hartwell LLC, as landlord (â€œLandlordâ€), and Assignor, as tenant, as amended by that certain First Amendment dated as of November 9, 2018 (the â€œFirst Amendmentâ€) and that certain Second Amendment dated as of June 17, 2019 (the â€œSecond Amendmentâ€ and collectively with the Original Lease and the First Amendment, the â€œLeaseâ€), Assignor leases from Landlord approximately 83,998 rentable square feet of space (the â€œPremisesâ€) in the building located at 113 Hartwell Avenue, Lexington, Massachusetts (the â€œBuildingâ€), as more fully described in the Lease, a copy of which is attached hereto as Exhibit A upon and subject to the terms and conditions set forth in the Lease.C.WHEREAS, pursuant to that certain Guaranty, dated July 24, 2013 (the â€œuniQure Guarantyâ€), uniQure N.V., a public limited liability company organized under the laws of the Netherlands (â€œuniQure Guarantorâ€) has guaranteed the payment and performance of all of Assignorâ€™s obligations under the Lease.D.WHEREAS, Assignor desires to assign to Assignee all of its right, title, and interest in, to and under the Lease, upon the terms and conditions hereinafter set forth; andE.WHEREAS, Assignee desires to assume all of Assignorâ€™s obligations under the Lease, upon the terms and conditions hereinafter set forth.AGREEMENTNOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:1.Capitalized Terms. All capitalized terms not otherwise modified or defined herein shall have the same meanings as are ascribed to them in the Lease. All references in the Lease toâ€‹1the â€œLeaseâ€ or â€œthis Leaseâ€ or â€œthe Leaseâ€ or â€œhereinâ€ or â€œhereunderâ€ or similar terms or to any section thereof shall mean the Lease, or such section thereof.2.Assignment and Assumption. Assignor hereby assigns and transfers to Assignee, effective as of the Effective Date (as hereinafter defined), all of Assignorâ€™s right, title and interest in, to and under the Lease, together with all of the rights, privileges and appurtenances with respect to the leasehold estate created thereby, and all of Assignorâ€™s right, title and interest in and to the Tenantâ€™s Work and Alterations (as such terms are defined in the Lease) located in the Premises, upon all of the terms and conditions herein set forth, to have and to hold the same unto Assignee, for the Term of the Lease and any renewals and extensions thereof, subject to all of the terms, covenants and conditions of the Lease.3.Assumption. Assignee hereby accepts the foregoing assignment, effective as of the Effective Date (as hereinafter defined) and expressly assumes and agrees to fully and punctually pay, perform and observe all of the terms, covenants, conditions and obligations of the Lease required to be paid, performed and observed on the part of the Tenant under the Lease. For all purposes of this Assignment, the â€œEffective Dateâ€ shall mean the Closing Date, as such term is defined under the APA.4.Replacement Letter of Credit. On or before the Effective Date, Assignee shall deliver a letter of credit to Landlord in the amount of $1,740,224.75 that complies with the requirements therefor in the Lease.5.Unpaid Rent Obligations. Â Pursuant to Section 2.03 of the APA, Assignor shall remain liable for all monetary obligations of the tenant under the Lease arising prior to the Effective Date, including, without limitation: (i) Tenantâ€™s payments: (a) of Base Rent attributable to the Premises; and (b) of Additional Rent and other charges attributable to the Premises payable under the Lease, and (ii) the Assignorâ€™s obligations (including payment obligations, if applicable) with respect to the Year End Statement of Operating Costs for fiscal year in which the Effective Date occurs and Taxes for Tax Period in which the Effective Date occurs under and in accordance with the Lease. Â Within thirty (30) days after Landlord furnishes to Assignee the (x) Year End Statement for the fiscal year in which the Effective Date occurs and (y) Tenantâ€™s Share of Taxes for the applicable Tax Period in which the Effective Date occurs, Assignee shall give notice (â€œAccounting Noticeâ€) to Assignor stating whether the installments of Tenantâ€™s Operating Costs and Tenantâ€™s Share of Taxes, as applicable, were greater or less than the installments of Tenantâ€™s Operating Costs and Tenantâ€™s Share of Taxes to be made for such fiscal year or Tax Period, as applicable, and the amount of any difference, and the Accounting Notice will include a copy of the Year End Statement or any other invoice received from Landlord. Â If there shall be a deficiency, Assignor shall pay the amount of such deficiency that is attributable to the period prior to the Effective Date to Assignee within thirty (30) days of Assignorâ€™s receipt of Assigneeâ€™s Accounting Notice, or if there shall have been an overpayment, Assignee shall refund to Assignor the amount of such excess attributable to the period prior to the Effective Date within thirty (30) days of Assignorâ€™s receipt of Assigneeâ€™s Accounting Notice. Â If there is a dispute between Assignor and Assignee regarding the amounts set forth in the Accounting Statement, it shall be resolved in accordance with Section 2.03(d) of the APA. Â In accordance with Article X of the APA, and subject to the conditions and limitations set forth therein (including without limitation the Deductible and Cap (as each are defined in the APA)), Assignor shall and hereby does indemnify Assignee againstâ€‹2any claims relating to the monetary obligations of tenant under the Lease arising prior to the Effective Date.6.Maintenance, Repair, and Restoration Obligations. (a)Notwithstanding anything contained in the Lease or this Agreement to the contrary, Assignor and Assignee hereby agree that Assignee shall be obligated to provide and perform the maintenance, repair, replacement, restoration and janitorial obligations of Tenant under the Lease with respect to the Premises. All maintenance (including all routine maintenance contracts), repair, replacement and restoration to maintain the Premises in good condition and working order shall be the responsibility of Assignee.(b)At the expiration or earlier termination of the Term of the Lease, Assignee and not Assignor shall be responsible for the removal of all alterations, additions or improvements installed by Assignor or Assignee in the Premises, to the extent required under the Lease and repair all damage resulting from such removal.7.Assignment and Subletting. Â From and after the Effective Date and except as otherwise permitted in Article 13 of the Lease, Assignee covenants and agrees not to assign, sublease, license, mortgage, pledge, encumber or otherwise transfer, voluntarily, by operation of law or otherwise, the Lease or any of its interest in the Lease, without on each occasion obtaining the prior written consent of Landlord, in accordance with Article 13 of the Lease. Â Assigneeâ€™s ability to assign the Lease as set forth in the preceding sentence is subject in all respects to Assigneeâ€™s compliance with Section 7.04 of the APA.8.Hazardous Materials. Â From and after the Effective Date, Assignee expressly acknowledges and agrees that it and not Assignor shall be responsible for any removal, decontamination, compliance, reporting and remediation obligations in respect of the Premises required by the Lease, at Assigneeâ€™s sole cost and expense. Â From and after the Effective Date, Assignee shall further be required to indemnify, hold harmless and defend Assignor from and against any and all claims, liabilities, or damages, arising directly out of: Â (a) a violation of the provisions of Section 17 of the Lease; (b) the presence in, on, under or about the Premises or discharge in or from the Premises of any Hazardous Materials placed in, under or about the Premises, excluding any tenant improvement work done by Landlord; or (c) the use, analysis, storage, transportation, disposal, release, threatened release, discharge or generation of Hazardous Materials to, in, on, under, about or from the Premises, except in each case of clauses (a)-(c) to the extent Assignee demonstrates the same was directly caused by Assignor and not exacerbated by Assignee.9.Insurance. Â On or before the Effective Date and through May 31, 2029, Assignee, at Assigneeâ€™s sole expense, shall obtain and maintain from time to time all insurance types and coverages (and in such form) as are provided in the Lease to be obtained and maintained by the tenant and in amounts not less than those specified in the Lease. Â All such policies of insurance shall name Assignor as an additional insured thereunder. Â Assignee shall deliver copies of certificates of such insurance upon request by Assignor. If Assignee does not maintain such insurance naming Assignor as an additional insured thereunder, Assignor may obtain suchâ€‹3insurance at Assigneeâ€™s sole cost and expense and Assignee shall reimburse Assignor for such costs upon demand by Assignor.10.Guaranty. Â Concurrently with the execution of this Assignment, Genezen Holdings, Inc., a Delaware corporation (â€œGenezen Guarantorâ€) shall execute and deliver a guaranty in the form attached hereto as Exhibit B (the â€œGenezen Guarantyâ€) in favor of Assignor and uniQure Guarantor, guaranteeing the payment and performance of all of Assigneeâ€™s covenants, obligations and agreements under this Agreement and as tenant under the Lease, including without limitation holdover rents or restoration obligations, arising on or before, or relating to the period ending on, May 31, 2029, or, if later, for which Assignor is liable to Landlord.11.Condition of the Premises. Â Assignee acknowledges and agrees that it will accept the Premises in its current â€œas isâ€, â€œwhere isâ€ condition and that Assignor has no obligation to do any work or other thing to prepare or make the Premises ready for Assignee. Â As between Assignor and Assignee, Assignor shall have no obligations under the Lease following the Effective Date.12.Indemnification. Â Assignee shall indemnify and hold Assignor and uniQure Guarantor harmless from and against any and all demands, claims, actions, losses, damages, liabilities, litigation and costs and expenses thereof including, without limitation reasonable attorneysâ€™ fees and disbursements of any kind and nature whatsoever (collectively, â€œAssignor Claimsâ€), which may be imposed on, asserted against or otherwise incurred by Assignor or uniQure Guarantor by or on behalf of any person or entity whatsoever due to or arising from the failure or alleged failure of Assignee, to undertake, perform, pay, discharge or observe any of the covenants, terms and conditions of the Lease, including, but not limited to any amendment thereto and with respect to any tenant improvement allowance or increased rent from and after the Effective Date, or otherwise arising out of Assignee's use and occupancy of, and operations in, the Premises after the Effective Date. If any action or proceeding is brought against Assignor by reason of any Assignor Claim, Assignee, upon notice from Assignor or uniQure Guarantor, shall defend such action or proceeding with counsel reasonably approved by Assignor or uniQure Guarantor, and Assignee shall pay all expenses in respect of defending against such action or proceeding.13.Assignorâ€™s Ability to Cure. Â In the event that Landlord notifies Assignor and Assignee of a nonmonetary default by Assignee under the Lease and such nonmonetary default is not cured by Assignee within fifteen (15) days after receipt of such notice (or if the nature of Assigneeâ€™s default under the Lease is such that more than fifteen (15) days are reasonably required for its cure, and Assignee has not commenced such cure within said fifteen (15) day period and continued to diligently prosecute such cure to completion) and Assignee has not notified Assignor that that Assignee has or will commence to cure such nonmonetary default within said fifteen (15) day period, then Assignor shall, upon written notice to Assignee, be permitted to enter the Premises and cure such nonmonetary default on Assigneeâ€™s behalf at Assigneeâ€™s sole cost and expense, provided, however, Assignor shall have an additional five (5) business days beyond applicable notice and cure periods to cure such nonmonetary default.14.Notices. Any notice, consent request, demand or other instrument or communication required or permitted to be given under this Assignment shall be made in accordance with the Lease addressed, if to Assignor, at the address set forth below; and if to Assignee, either at the Premises or at the address as set forth below. Â Either party may at any timeâ€‹4change the address or specify an additional address for such notices by delivering notice thereof to the other party.â€‹â€‹â€‹Assignorâ€™s Notice Address:Â Â Â Â uniQure, Inc.â€‹â€‹One Hartwell Placeâ€‹â€‹Lexington, MA 02421â€‹â€‹Attn: Chief Legal Officerâ€‹â€‹Email: [***]â€‹â€‹â€‹With a copy to:â€‹Covington & Burling LLPâ€‹â€‹The New York Times Buildingâ€‹â€‹620 Eighth Avenueâ€‹â€‹New York, NY 10018-1405â€‹â€‹Attn: [***]â€‹â€‹Email: [***]â€‹â€‹â€‹Assigneeâ€™s Notice Address:â€‹Genezen MA, Inc.â€‹â€‹c/o Genezen Holdings Inc.â€‹â€‹9900 Westpoint Drive, Suite 128â€‹â€‹Indianapolis, IN 46256â€‹â€‹Attn: [***]â€‹â€‹Email: [***]â€‹â€‹With a copy to:â€‹Goodwin Procter LLPâ€‹â€‹100 Northern Avenueâ€‹â€‹Boston, Massachusetts 02210â€‹â€‹Attn: [***]â€‹â€‹Email: [***]â€‹â€‹15.Attorneysâ€™ Fees. Assignee and Assignor shall each pay to Landlord fifty percent (50%) of the total costs and fees incurred by Landlord in connection with this Assignment and Landlordâ€™s consent hereto, including reasonable attorneysâ€™ fees, as applicable, in accordance with Article 13 of the Lease.16.Binding Effect; Entire Agreement; Amendment. This instrument shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assignees. This Assignment, the APA and the Consent contain all of the agreements of the parties hereto with respect to the matters contained herein, and no prior agreement, arrangement or understanding pertaining to any such matters shall be effective for any purpose. This Assignment may not be amended, modified, or terminated except by an instrument, in writing, executed by the parties hereto.17.Landlordâ€™s Consent. This Assignment is contingent upon receipt of Landlordâ€™s consent to this Assignment (the â€œConsentâ€).18.Authority. Assignor and Assignee each hereby covenants, warrants and represents that each individual executing or delivering this Assignment on behalf of such party is dulyâ€‹5authorized to do so in accordance with the organizational documents of such party; that the Lease, as assigned by this Assignment, is binding upon such party; that such party is duly organized and authorized to conduct business in the Commonwealth of Massachusetts; and that the execution and delivery of this Assignment by such party will not result in any breach of, or constitute a default under, any mortgage, deed of trust, lease, loan, credit agreement, partnership agreement or other contract or instrument to which such party is a party or by which such party may be bound.19.Multiple Counterparts; Signatures. This Assignment 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. Each party hereto, and their respective successors and assigns shall be authorized to rely upon the signatures of all of the parties hereto on this Assignment which are delivered by facsimile, PDF or electronically as constituting a duly authorized, irrevocable, actual, current delivery of this Assignment with original ink signatures of each person and entity. Assignor and Assignee (i) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (ii) are aware that the other party will rely on such signatures, and (iii) hereby waive any defenses to the enforcement of the terms of this Assignment based on the foregoing forms of signature. If this Assignment has been executed by electronic signature, all parties executing this document are expressly consenting under the Electronic Signatures in Global and National Commerce Act (â€œE-SIGNâ€), and Uniform Electronic Transactions Act (â€œUETAâ€), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.20.Jurisdiction. This Assignment shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.[signature page follows]â€‹6IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment and Assumption of Lease as of the day and year first above written.â€‹Â Â Â Â ASSIGNOR:â€‹â€‹â€‹â€‹â€‹UNIQURE, INC.,â€‹â€‹a Delaware corporationâ€‹â€‹â€‹â€‹â€‹â€‹By:/s/ Matt Kapustaâ€‹â€‹Name:Matt Kapustaâ€‹â€‹Title:Chief Executive Officerâ€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹ASSIGNEE:â€‹â€‹â€‹â€‹â€‹GENEZEN MA, INC.,â€‹â€‹a Delaware corporationâ€‹â€‹â€‹â€‹â€‹â€‹By:/s/ Steve Favaloroâ€‹â€‹Name:Steve Favaloroâ€‹â€‹Title:Chief Executive Officerâ€‹7CONFIRMATION OF UNIQURE GUARANTORThe undersigned, as Guarantor of the above referenced Lease pursuant to that certain Guaranty dated July 24, 2013, hereby consents to the forgoing Assignment and Assumption of Lease.Executed as of the day and year first above written.â€‹â€‹â€‹â€‹â€‹â€‹Â Â Â Â GUARANTOR:â€‹â€‹â€‹â€‹â€‹UNIQURE N.V., a public limited liability company organized under the laws of the Netherlands,â€‹â€‹â€‹â€‹â€‹â€‹By:â€‹â€‹â€‹Name:â€‹â€‹â€‹Title:â€‹â€‹â€‹8EXHIBIT ACopy of the Leaseâ€‹â€‹A-1EXHIBIT BForm of Genezen GuarantyGUARANTYThis GUARANTY (this â€œGuarantyâ€) dated as of _________, 2024 is made by GENEZEN HOLDINGS, INC., a Delaware corporation (the â€œGuarantorâ€), in favor of uniQure, Inc., a Delaware limited liability company (â€œAssignorâ€) and uniQure N.V., a public limited liability company organized under the laws of the Netherlands (â€œuniQure Guarantorâ€).Assignor has agreed to assign that certain Lease dated as of July 24, 2013 by and between Assignor, as tenant, and Hartwell Innovation Campus, LLC, as successor in interest to King 113 Hartwell LLC, as landlord (â€œLandlordâ€), as amended by that certain First Amendment dated as of November 9, 2018, that certain Second Amendment dated as of June 17, 2019 and that certain Landlord Consent to Assignment and Assumption of Lease and Third Amendment to Lease dated as of even date herewith (collectively, the â€œLeaseâ€) with respect to approximately 83,998 rentable square feet of space (the â€œPremisesâ€) within the building located at 113 Hartwell Avenue, Lexington, Massachusetts (the â€œBuildingâ€) to Genezen MA, Inc., a Delaware corporation (â€œAssigneeâ€) pursuant to that certain Assignment and Assumption of Lease dated as of even date herewith (the â€œAssignmentâ€). Â In order to induce Assignor to enter into the Assignment, Guarantor has agreed to execute and deliver this Guaranty to Assignor and uniQure Guarantor. Â For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor hereby agrees to unconditionally guarantee the timely and punctual payment of all Rent, as defined in the Lease, and other payments required to be paid by the â€œTenantâ€ under the Lease (to the extent Assignor and/or uniQure Guarantor are liable to Landlord therefor) or by Assignee under the Assignment, and the timely and prompt full performance and observance of all the covenants, conditions and agreements therein provided to be performed and observed by the â€œTenantâ€ under the Lease (to the extent Assignor and/or uniQure Guarantor are liable to Landlord therefor) or by Assignee under the Assignment. Â Guarantor expressly agrees that the validity of this Guaranty and the obligations of Guarantor shall in no way be terminated, affected or impaired by reason of the granting by Landlord, Assignor and/or uniQure Guarantor of any indulgences to Assignee or by reason of the assertion by Landlord, Assignor and/or uniQure Guarantor against Assignee of any of the rights or remedies reserved to Landlord, Assignor and/or uniQure Guarantor pursuant to the provisions of the Lease or the Assignment or by the relief of Assignee from any of Assigneeâ€™s obligations under the Lease or the Assignment by operation of law or otherwise (including, but without limitation, the rejection of the Lease and/or the Assignment in connection with proceedings under the bankruptcy laws now or hereafter enacted); Guarantor hereby waiving all suretyship defenses.The obligations of Guarantor include, but are not limited to, the payment to either Assignor or uniQure Guarantor of any monies payable by the â€œTenantâ€ under any provisions of the Lease or the Assignment, at law, or in equity, including, without limitation, any monies payable by virtue of the breach of any warranty, the grant of any indemnity or by virtue of any other covenant of theâ€‹â€‹â€œTenantâ€ and/or Assignee under the Lease (to the extent Assignor and/or uniQure Guarantor is liable to Landlord therefor) and/or the Assignment.Guarantorâ€™s obligations hereunder constitute a guaranty of payment and performance, and not of collection merely, and shall remain in full force and effect until all of the obligations of the â€œTenantâ€ and/or Assignee under the Lease (to the extent Assignor and/or uniQure Guarantor is liable to Landlord therefor) or the Assignment have been paid and performed in full. Â If at any time any payment made by Assignee to Landlord (to the extent Assignor and/or uniQure Guarantor is liable to Landlord therefor), Assignor or uniQure Guarantor is rescinded or must be otherwise restored or returned upon insolvency, bankruptcy, or reorganization of Assignee or otherwise, Guarantorâ€™s obligations hereunder with respect to such payment shall be reinstated at such time as though such payment had not ever been made. Â Guarantor further agrees that its liability under this Guaranty shall be primary (and that the heading of this instrument and the use of the word â€œGuarantyâ€ shall not be interpreted to limit the aforesaid primary obligations of Guarantor), and that in any right of action which shall accrue to Assignor and/or uniQure Guarantor hereunder, Assignor and/or uniQure Guarantor may, at their respective option, proceed against Guarantor, any other guarantor, and Assignee, jointly or severally, and may proceed against Guarantor without having commenced any action against or having obtained any judgment against Assignee or any other guarantor. Â Guarantor irrevocably waives any and all rights Guarantor may have at any time prior to performance in full of all of the guaranteed obligations under this Guaranty (whether arising directly or indirectly, by operation of law or by contract or otherwise) to assert any claim against Assignee on account of payments made under this Guaranty, including, without limitation, any and all rights of or claim for subrogation, contribution, reimbursement, exoneration and indemnity, and further waives any benefit of and any right to participate in any security deposit or other collateral which may be held by Assignor and/or uniQure Guarantor; and Guarantor will not claim any set-off or counterclaim against Assignee in respect of any liability Guarantor may have to Assignee.Guarantor hereby waives presentment, protest, notice of default, demand for payment, and all other suretyship defenses whatsoever with respect to any payment guaranteed under this Guaranty, and agrees to pay unconditionally upon demand all amounts owed under the Lease. Â Guarantor further waives any setoff or counterclaim (except for any compulsory counterclaims that must be brought in an action commenced by Assignor and/or uniQure Guarantor against Assignee or Guarantor) that Assignee or Guarantor may have or claim to have against Assignor and/or uniQure Guarantor and the benefit of any statute of limitations affecting Guarantor's liability under this Guaranty. Â Guarantor hereby agrees to indemnify each of Assignor and uniQure Guarantor and hold each of them harmless from and against all loss and expense, including legal fees, suffered or incurred by Assignor and/or uniQure Guarantor as a result of claims to avoid any payment received by Assignor and/or uniQure Guarantor from Assignee with respect to the obligations of the â€œTenantâ€ under the Lease or by Assignee under the Assignment. Â If Assignor and/or uniQure Guarantor retains an attorney to enforce this Guaranty or to bring any action or any appeal in connection with this Guaranty or the collection of any payment under this Guaranty, Assignor and/or uniQure Guarantor shall be entitled to recover its reasonable attorneysâ€™ fees, costs and disbursements in connection therewith, as determined by the court before which such action or appeal is heard, in addition to any other relief to which Assignor and/or uniQure Guarantor may be entitled.â€‹â€‹Guarantor represents to Assignor and uniQure Guarantor that Guarantor owns, directly or indirectly, a majority of the outstanding ownership interests of Assignee.No subletting, assignment or other transfer of the Lease, or any interest therein, shall operate to extinguish or diminish the liability of Guarantor under this Guaranty; and wherever reference is made to the liability of â€œTenantâ€ named in the Lease or â€œAssigneeâ€ in the Assignment, such reference shall be deemed likewise to refer to Guarantor.All payments becoming due under this Guaranty and not paid within ten (10) days after written notice from Assignor and/or uniQure Guarantor that the same is due shall bear interest from the applicable due date until received by Assignor and/or uniQure Guarantor at the rate set forth in Section 5.4 of the Lease for late payments.It is further agreed that all of the terms and provisions hereof shall inure to the benefit of the heirs, executors, administrators and assigns of Assignor and uniQure Guarantor, and shall be binding upon the heirs, successors and assigns of Guarantor. Â Each reference in this Guaranty to Guarantor shall be deemed to include the successors and assigns of Guarantor, all of whom shall be bound by the provisions of this Guaranty; provided, however, notwithstanding any such assignment, the original Guarantor shall remain fully and completely liable and responsible for all of its obligations, duties, and liabilities under this Guaranty. Â In no event shall this Guaranty be assigned, transferred, modified or amended without the prior written consent of both Assignor and uniQure Guarantor in each instance.Guarantor shall at any time and from time to time upon not less than thirty (30) daysâ€™ prior written notice from Assignor and/or uniQure Guarantor, execute, acknowledge and deliver to Assignor and uniQure Guarantor a statement in writing certifying that this Guaranty is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), it being intended that any such statement delivered pursuant hereto may be relied upon by Assignor and uniQure Guarantor and their respective successors and assigns.Guarantor hereby agrees that this Guaranty shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to principles of conflict of laws. Â Guarantor hereby agrees that all actions to enforce this Guaranty, and all disputes arising, directly or indirectly, out of or relating to this Guaranty, shall be dealt with and adjudicated in the state courts of the Commonwealth of Massachusetts or the federal courts for the Commonwealth of Massachusetts and for that purpose hereby expressly and irrevocably submits itself to the sole and exclusive jurisdiction of such courts. Â Guarantor waives any and all rights under the laws of any state or the United States or otherwise to object to such jurisdiction. Â Guarantor hereby irrevocably appoints Tenant as its agent for service of process in connection with any such action. Â Guarantor agrees that so far as is permitted under applicable law, this consent to personal jurisdiction shall be self-operative and no further instrument or action, other than service of process as otherwise permitted by law, shall be necessary in order to confer jurisdiction upon it in any such court.Notices given under this Guaranty shall be in writing and delivered, sent or transmitted in the manner set forth in the Assignment (i)Â if to Assignor and/or uniQure Guarantor, to c/o uniQure, Inc., One Hartwell Place, Lexington, MA 02421, Attn: Chief Legal Officer, Email:â€‹â€‹legalnotices@uniqure.com, with a copy to Covington & Burling LLP, The New York Times Building, 620 Eighth Avenue, New York, NY 10018-1405, Attn: Stephen A. Infante, Esq., and (ii)Â if to Guarantor, to it at: Â 9900 Westpoint Drive, Suite 128, Indianapolis, IN 46256, Attention: Steve Favaloro, with a copy to Goodwin Procter LLP, 100 Northern Avenue, Boston, MA 02210, Attention: Andrew C. Sucoff, Esq., or such other address as Assignor, uniQure Guarantor or Guarantor has specified by written notice to the other. Â Except as otherwise specifically required herein, notice of the exercise of any right, option or power granted to Assignor and/or uniQure Guarantor by this Guaranty is not required to be given.Unless Guarantor is traded on a U.S. public stock exchange or other public stock exchange providing financial information in English readily available in the Boston area (whether via the internet or otherwise), Guarantor shall deliver to Assignor and/or uniQure Guarantor, within thirty (30) days after Assignor and/or uniQure Guarantorâ€™s reasonable request (which request may be made no more than once per calendar year) Guarantorâ€™s most recently completed audited financial statements, and if Guarantor does not have audited financial statements Guarantor shall deliver unaudited financial statements. Â Any such financial information may be relied upon by Assignor and/or uniQure Guarantor.Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Lease.[Signature Page Follows]â€‹â€‹IN WITNESS WHEREOF, Guarantor executes this Guaranty as an instrument under seal as of the day and year first written above.â€‹Â Â Â Â GUARANTOR:â€‹â€‹â€‹â€‹â€‹GENEZEN HOLDINGS, INC.,â€‹â€‹a Delaware corporationâ€‹â€‹â€‹â€‹â€‹â€‹By:â€‹â€‹â€‹Name:â€‹â€‹â€‹Title:â€‹â€‹â€‹Exhibit 10.5â€‹TERMINATION AGREEMENTdatedJULY 22, 2024byUNIQURE BIOPHARMA B.V.EmployerandPIERRE CALOZEmployeeâ€‹â€‹â€‹Termination AgreementThis Agreement is dated July 22, 2024BetweenuniQure biopharma B.V., Paasheuvelweg 25a, 1105 BP Amsterdam, The Netherlands (hereinafter the â€œEmployerâ€); andPierre Caloz, [***] (hereinafter the â€œEmployeeâ€).RecitalsA.WHEREAS the Employee is currently employed by the Employer pursuant to an employment agreement concluded between the parties on 17 May 2021 (the â€œEmployment Agreementâ€);B.WHEREAS the Employer, on July 22, 2024 gave notice of termination by respecting the ordinary fourÂ month notice period;C.WHEREAS the parties prefer to terminate the employment relationship by mutual agreement;Now, therefore, in consideration of the mutual covenants and agreements set forth hereinafter, the parties agree as follows:1.The Employment Agreement and the employment relationship existing between the parties shall end as of November 22, 2024 (the â€œEffective Dateâ€) and there shall be no extension of the notice period for whatever reason including, in particular, incapacity to work due to sickness or accident, military service, any other reason listed in art. 336c of the Swiss Code of Obligations or residual paternity leave.2.The Employer reserves the right to release the Employee from the obligation to work at any time prior to the Effective Date. The Employee shall, after such release from work has become effective, not be prevented from engaging in other employment or business activities provided, however, that, until the Effective Date, the Employee does not compete with the Employer or any undertaking affiliated to the Employer. In the event the Employee engages in another employment or business activity after the release from work, the remuneration received from such activity until the Effective Date shall not be deducted from the Employeeâ€™s salary and other entitlements.3.The Employer continues to pay the Employeeâ€™s monthly base salary of CHF 42,583.33 gross until the Effective Date.4.The Employeeâ€™s equity awards will continue to vest according to the pre-defined schedule up until the Effective Date. Any remaining equity that will be unvested as per the Effective Date will be treated in accordance with the 2014 Share Incentive Plan as amended and restated effective November 15, 2023 and as may be further amended from time to time. The Employee acknowledges and agrees that any equity claims can exclusively be raised against UniQure N.V.5.In addition, the Employer shall, provided the Employee signs the waiver and release as per Exhibit 1 no earlier than one full month after the Effective Date and provided further that the Employer receives such waiver and release no later than two full months after the Effective Date, pay to the Employee a severance of CHF 824,366.68 gross in full settlement of all claims and rights of action (whether under statute, contract, tort or otherwise) that the Employee has or might have in connection with the employment and its termination or any other matter against the Employer, its affiliated, related, sibling, parent and subsidiaryâ€‹2corporations in any jurisdiction (â€œEmployee Claimsâ€). As a consideration for such lump sum payment, the Employee agrees to irrevocably waive and herewith waives any Employee Claims and agrees that section 21 of the Employment Agreement (Non-Competition and Non-Solicitation) shall be fully reinstated and shall continue to apply. The Employee is fully aware that in the absence of such an agreement, art. 21 of the Employment Agreement would have lapsed by virtue of art. 340c para. 2 of the Swiss Code of Obligations and the post-contractual non-competition and non-solicitation obligations would not have been enforceable.6.Section 11.7 of the Employment Agreement (relating to social security, tax and deductions) shall apply to all payments under this Agreement.7.The Employee shall hand over to the Employer all documents and copies thereof belonging or relating to the Employer or any undertaking affiliated to the Employer in the Employeeâ€™s possession or open to the Employeeâ€™s access by the Effective Date or such earlier date as the Employer may designate. By the same date, the Employee shall return all property belonging to or made available by the Employer or any undertaking affiliated to the Employer. The Employee, furthermore, shall destroy on the Employeeâ€™s own data processing equipment all electronically-stored non-public information belonging or referring to the Employer or any undertaking affiliated to the Employer, if any, by the Effective Date or such earlier date as the Employer may designate but before doing so will have ascertained that the Employer has a copy thereof.8.Section 22 of the Employment Agreement relating to confidentiality shall continue to apply after the Effective Date in accordance with its terms.9.Both parties hereby release and forever discharge the other party [and their related entities and their respective directors, officers, stockholders, employees, agents and attorneys] of and from any and all claims of any nature whatsoever both under Swiss law and Dutch law -if and where applicable. This release does not include the rights and obligations of the parties arising out of this Agreement.10.Modifications of and amendments to this Agreement, including this Section 10, shall exclusively be made in writing, i.e. by a document that is duly signed by both parties.11.The present Agreement shall be governed by Swiss law.uniQure biopharma B.V.â€‹The Employeeâ€‹â€‹â€‹â€‹â€‹</s/ Christian Klemtâ€‹</s/ Pierre Calozâ€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹Christian Klemtâ€‹Pierre Calozâ€‹â€‹Interim Head Human Resources & CFOâ€‹3Exhibit 1â€‹WAIVER AND RELEASEI herewith confirm that the date on which my employment ended is more than one full month prior to the date on which I sign this waiver and release.I herewith completely release uniQure biopharma B.V. (â€œEmployerâ€), its affiliated, related, sibling, parent and subsidiary corporations (collectively, the â€œReleased Partiesâ€) from all claims of any kind, known and unknown, that I had in the past or now have against the Released Parties through the date hereof (except for my claim to be paid the severance as provided for in section 5 of the Termination Agreement between Employer and myself upon return of this duly signed waiver and release and my equity claims as provided for in section 4 of the Termination Agreement). Without limitation, this full waiver and release includes all claims and rights of action (whether under statute, contract, tort or otherwise) arising from my employment with

Employer, the termination of my employment, and/or any other matter in any jurisdiction.This waiver and release is subject to Swiss law.â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹â€‹Dateâ€‹Pierre Calozâ€‹â€‹4ExhibitÂ 31.1â€‹Certification of Chief Executive OfficerÂ I, Matthew Kapusta, certify that:Â 1.Â I have reviewed this Quarterly Report on FormÂ 10-Q of uniQure N.V.;Â 2.Â 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;Â 3.Â 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;Â 4.Â The registrantâ€™s other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act RulesÂ 13a-15(e)Â and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act RulesÂ 13a-15(f)Â and 15d-15(f)) for the registrant and have:Â (a)Â 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;Â (b)Â 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;Â (c)Â Evaluated the effectiveness of the registrantâ€™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;Â (d)Â Disclosed in this report any change in the registrantâ€™s internal control over financial reporting that occurred during the registrantâ€™s most recent fiscal quarter (the registrantâ€™s fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrantâ€™s internal control over financial reporting;Â 5.Â The registrantâ€™s other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrantâ€™s auditors and the audit committee of the registrantâ€™s board of directors (or persons performing the equivalent functions):Â (a)Â 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 registrantâ€™s ability to record, process, summarize and report financial information; andÂ (b)Â Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrantâ€™s internal control over financial reporting.Â Â By:/s/ MATTHEW KAPUSTAÂ Â Â Â Â Matthew KapustaÂ Â Chief Executive Officerâ€‹â€‹(Principal Executive Officer)Â MAugust 1, 2024â€‹ExhibitÂ 31.2â€‹Certification of Chief Financial Officerâ€‹I, Christian Klemt, certify that:Â 1.Â I have reviewed this Quarterly Report on Form 10-Q of uniQure N.V.;Â 2.Â 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;Â 3.Â 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;Â 4.Â The registrantâ€™s other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act RulesÂ 13a-15(e)Â and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act RulesÂ 13a-15(f)Â and 15d-15(f)) for the registrant and have:Â (a)Â 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;Â (b)Â 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;Â (c)Â Evaluated the effectiveness of the registrantâ€™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;Â (d)Â Disclosed in this report any change in the registrantâ€™s internal control over financial reporting that occurred during the registrantâ€™s most recent fiscal quarter (the registrantâ€™s fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrantâ€™s internal control over financial reporting;Â 5.Â The registrantâ€™s other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrantâ€™s auditors and the audit committee of the registrantâ€™s board of directors (or persons performing the equivalent functions):Â (a)Â 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 registrantâ€™s ability to record, process, summarize and report financial information; andÂ (b)Â Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrantâ€™s internal control over financial reporting.Â Â By:/s/ CHRISTIAN KLEMTÂ Â Â Â Â Christian KlemtÂ Â Chief Financial Officerâ€‹â€‹(Principal Financial Officer)Â Â August 1, 2024â€‹es New Roman',sans-serif;font-size:10pt;font-weight:400;line-height:120%">14ExhibitÂ 32.1â€‹CERTIFICATION PURSUANT TO 18 U.S.C. SECTIONÂ 1350AS ADOPTED PURSUANT TO SECTIONÂ 906 OF THE SARBANES-OXLEY ACT OFÂ 2002â€‹In connection with this Quarterly Report of uniQure N.V. (the â€œCompanyâ€) onÂ FormÂ 10-QÂ for the period ended June 30, 2024, as filed with the Securities and Exchange Commission on the date hereof (the â€œReportâ€), the undersigned, Matthew Kapusta, Chief Executive Officer, and Christian Klemt, Chief Financial Officer of the Company, hereby certify, pursuant to 18 U.S.C. SectionÂ 1350, as adopted pursuant to SectionÂ 906 of the Sarbanes-Oxley Act of 2002, that:Â 1Â the Report fully complies with the requirements of SectionÂ 13(a)Â or 15(d)Â of the Securities Exchange Act of 1934; andÂ 2Â the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.Â Â By:/s/ MATTHEW KAPUSTAÂ Â Â Â Â Matthew KapustaÂ Chief Executive Officerâ€‹â€‹(Principal Executive Officer)Â Â â€‹Â Â August 1, 2024â€‹Â By:/s/ CHRISTIAN KLEMTÂ Â Â Â Â Christian KlemtÂ Â Chief Financial Officerâ€‹â€‹(Principal Financial Officer)Â Â â€‹Â Â August 1, 2024â€‹Â A signed original of this written statement required by SectionÂ 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.