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

FORM 10-Q

(Mark One)

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

For the quarterly period ended June 30, 2026

OR

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

For the transition period from _______ to _______

Commission file number: 001-36294

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

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

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

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

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

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

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

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

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

Large accelerated filer ☒	Accelerated filer ☐
Non-accelerated filer ☐	Smaller reporting company ☐
	Emerging growth company ☐

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

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

As of July 24, 2026, the registrant had 69,366,412 ordinary shares, par value €0.05, outstanding.

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SPECIAL CAUTIONARY NOTICE REGARDING FORWARD-LOOKING STATEMENTS

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

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

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

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

Part I – FINANCIAL INFORMATION

Item 1. Financial Statements

uniQure N.V.

UNAUDITED CONSOLIDATED BALANCE SHEETS

	June 30, 2026		December 31, 2025	
	(in thousands, except share and per share amounts)			
Current assets				
Cash and cash equivalents	$	413,027	$	80,240
Current investment securities		397,308		542,301
Accounts receivable		5,778		5,863
Prepaid expenses		10,245		20,506
Other current assets and receivables		7,911		7,076
Total current assets		**834,269**		**655,986**
Non-current assets				
Property, plant and equipment, net		11,376		13,800
Other investments		30,267		30,237
Operating lease right-of-use assets		11,606		12,525
Intangible assets, net		62,101		72,790
Goodwill		24,587		25,355
Deferred tax assets, net		6,362		8,654
Other non-current assets		4,535		5,561
Total non-current assets		**150,834**		**168,922**
Total assets	**$**	**985,103**	**$**	**824,908**
Current liabilities				
Accounts payable	$	4,979	$	5,170
Accrued expenses and other current liabilities		51,133		41,292
Liability related to pre-funded warrants		24,242		12,595
Current portion of operating lease liabilities		2,991		3,862
Total current liabilities		**83,345**		**62,919**
Non-current liabilities				
Long-term debt		50,147		49,699
Liability from royalty financing agreement		489,333		473,199
Operating lease liabilities, net of current portion		9,696		9,832
Contingent consideration		18,113		18,736
Deferred tax liability, net		7,726		7,967
Other non-current liabilities, net of current portion		2,693		3,655
Total non-current liabilities		**577,708**		**563,088**
Total liabilities		**661,053**		**626,007**
Commitments and contingencies				
Shareholders' equity				
Ordinary shares, €0.05 par value: 100,000,000 shares authorized at June 30, 2026, and 80,000,000 at December 31, 2025, and 69,334,839 and 62,336,717 shares issued and outstanding at June 30, 2026, and December 31, 2025, respectively.		4,086		3,688
Additional paid-in capital		1,841,745		1,582,371
Accumulated other comprehensive loss		(58,251)		(58,222)
Accumulated deficit		(1,463,530)		(1,328,936)
Total shareholders' equity		**324,050**		**198,901**
Total liabilities and shareholders' equity	**$**	**985,103**	**$**	**824,908**

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

uniQure N.V.

UNAUDITED CONSOLIDATED STATEMENTS OF OPERATIONS AND COMPREHENSIVE LOSS

	Three months ended June 30,		Six months ended June 30,	
	2026	2025	2026	2025
	(in thousands, except share and per share amounts)		(in thousands, except share and per share amounts)	
License revenues	$ 5,841	$ 5,262	$ 9,403	$ 6,829
Total revenues	**5,841**	**5,262**	**9,403**	**6,829**
Operating expenses:				
Cost of license revenues	(350)	(656)	(569)	(853)
Research and development expenses	(33,964)	(35,383)	(63,140)	(71,523)
Selling, general and administrative expenses	(17,367)	(13,500)	(37,435)	(24,408)
Total operating expenses	**(51,681)**	**(49,539)**	**(101,144)**	**(96,784)**
Other income	1,598	2,597	3,230	10,903
Other expense	(7,961)	(2,185)	(9,412)	(4,144)
Loss from operations	**(52,203)**	**(43,865)**	**(97,923)**	**(83,196)**
Interest income	5,051	3,524	10,280	7,651
Interest expense	(14,366)	(15,591)	(28,397)	(30,700)
Foreign currency (losses) / gains, net	(1,730)	18,638	(4,024)	25,810
Other non-operating (losses), net	(15,970)	—	(12,201)	—
Loss before income tax expense	**$ (79,218)**	**$ (37,294)**	**$ (132,265)**	**$ (80,435)**
Income tax expense	(1,841)	(425)	(2,329)	(921)
Net loss	**$ (81,059)**	**$ (37,719)**	**$ (134,594)**	**$ (81,356)**
Other comprehensive loss:				
Foreign currency translation gains / (losses), net	1,634	(5,098)	(29)	(6,103)
Total comprehensive loss	**$ (79,425)**	**$ (42,817)**	**$ (134,623)**	**$ (87,459)**
Loss per ordinary share - basic and diluted				
Basic and diluted net loss per ordinary share	$ (1.22)	$ (0.69)	$ (2.09)	$ (1.49)
Weighted average shares - basic and diluted	66,243,879	54,807,967	64,503,035	54,540,423

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

uniQure N.V.

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

	Ordinary shares		Additional paid-in capital	Accumulated other comprehensive gain / (loss)	Accumulated deficit	Total shareholders' equity / (deficit)
	No. of shares	Amount				
		(in thousands, except share and per share amounts)				
Balance at March 31, 2025	**54,698,479**	**$ 3,240**	**$ 1,257,853**	**$ (53,805)**	**$ (1,173,602)**	**$ 33,686**
Loss for the period	—	—	—	—	(37,719)	(37,719)
Other comprehensive loss, net	—	—	—	(5,098)	—	(5,098)
Exercise of share options	5,312	—	44	—	—	44
Restricted share units distributed during the period	161,882	10	(10)	—	—	—
Share-based compensation expense	—	—	5,084	—	—	5,084
Balance at June 30, 2025	**54,865,673**	**$ 3,250**	**$ 1,262,971**	**$ (58,903)**	**$ (1,211,321)**	**$ (4,003)**
Balance at March 31, 2026	**63,033,249**	**$ 3,728**	**$ 1,587,971**	**$ (59,885)**	**$ (1,382,471)**	**$ 149,343**
Loss for the period	—	—	—	—	(81,059)	(81,059)
Other comprehensive gain, net	—	—	—	1,634	—	1,634
Follow-on public offering	5,686,813	323	242,359	—	—	242,681
Exercises of share options	385,541	23	6,412	—	—	6,435
Restricted share units distributed during the period	229,236	13	(13)	—	—	—
Share-based compensation expense	—	—	5,016	—	—	5,016
Balance at June 30, 2026	**69,334,839**	**$ 4,086**	**$ 1,841,745**	**$ (58,251)**	**$ (1,463,530)**	**$ 324,050**

uniQure N.V.

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

	Ordinary shares		Additional paid-in capital	Accumulated other comprehensive (loss)	Accumulated deficit	Total shareholders' equity / (deficit)
	No. of shares	Amount				
	(in thousands, except share and per share amounts)					
Balance at December 31, 2024	**48,988,087**	**$ 2,945**	**$ 1,173,068**	**$ (52,800)**	**$ (1,129,965)**	**$ (6,752)**
Loss for the period	—	—	—	—	(81,356)	(81,356)
Other comprehensive loss, net	—	—	—	(6,103)	—	(6,103)
Follow-on public offering	5,073,529	261	80,250	—	—	80,511
Exercises of share options	21,240	1	202	—	—	203
Restricted and performance share units distributed during the period	782,817	43	(43)	—	—	—
Share-based compensation expense	—	—	9,494	—	—	9,494
Balance at June 30, 2025	**54,865,673**	**$ 3,250**	**$ 1,262,971**	**$ (58,903)**	**$ (1,211,321)**	**$ (4,003)**
Balance at December 31, 2025	**62,336,717**	**$ 3,688**	**$ 1,582,371**	**$ (58,222)**	**$ (1,328,936)**	**$ 198,901**
Loss for the period	—	—	—	—	(134,594)	(134,594)
Other comprehensive loss, net	—	—	—	(29)	—	(29)
Follow-on public offering	5,686,813	323	242,359	—	—	242,681
Exercises of share options	410,849	24	6,796	—	—	6,820
Restricted share units distributed during the period	886,521	51	(51)	—	—	—
Issuance of ordinary shares relating to employee stock purchase plan	13,939	1	164	—	—	165
Share-based compensation expense	—	—	10,106	—	—	10,106
Balance at June 30, 2026	**69,334,839**	**$ 4,086**	**$ 1,841,745**	**$ (58,251)**	**$ (1,463,530)**	**$ 324,050**

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

uniQure N.V.

UNAUDITED CONSOLIDATED STATEMENTS OF CASH FLOWS

	Six months ended June 30,	
	2026	2025
	(in thousands)	
Cash flows from operating activities		
Net loss	$ (134,594)	$ (81,356)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation and amortization	7,863	8,157
Amortization of discount on investment securities	(7,907)	(4,163)
Share-based compensation expense	10,106	9,494
Royalty financing agreement interest expense, net of interest paid	17,384	20,626
Deferred tax expense	2,329	921
Changes in fair value of contingent consideration	(82)	3,470
Changes in fair value of liability related to pre-funded warrants	12,201	—
Unrealized foreign exchange losses / (gains), net	8,329	(25,163)
Other items, net	(2,426)	(3,651)
Changes in operating assets and liabilities:		
Accounts receivable, prepaid expenses, and other current assets and receivables	8,846	(6,761)
Accounts payable	68	(2,297)
Accrued expenses, other liabilities, and operating leases	11,064	(3,272)
Net cash used in operating activities	(66,819)	(83,995)
Cash flows from investing activities		
Proceeds on maturity of debt securities	384,981	213,763
Investments in debt securities	(232,550)	(120,205)
Purchases of property, plant, and equipment	(612)	(386)
Net cash generated from investing activities	151,819	93,172
Cash flows from financing activities		
Proceeds from follow-on public offering of ordinary shares, net of issuance costs	242,681	80,511
Proceeds from issuance of ordinary shares related to employee stock options and purchase plans	6,985	203
Net cash generated from financing activities	249,666	80,714
Currency effect on cash, cash equivalents and restricted cash	(1,906)	5,052
Net increase in cash, cash equivalents and restricted cash	332,760	94,943
Cash, cash equivalents and restricted cash at the beginning of period	81,801	160,329
Cash, cash equivalents and restricted cash at the end of period	**$ 414,561**	**$ 255,272**
Cash and cash equivalents	$ 413,027	$ 253,778
Restricted cash related to leasehold and other deposits	1,534	1,494
Total cash, cash equivalents and restricted cash	**$ 414,561**	**$ 255,272**
Supplemental cash flow disclosures:		
Cash paid for interest	$ (11,494)	$ (9,652)

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

uniQure N.V.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

1 General business information

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

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

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

2 Summary of significant accounting policies

2.1 Basis of preparation

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

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

2.2 Unaudited interim financial information

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

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

2.3 Use of estimates

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

2.4 Accounting policies

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

2.5 Recent accounting pronouncements

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

3 Current investment securities

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

	June 30, 2026			
	Amortized cost	Gross unrealized holding gains	Gross unrealized holding losses	Estimated fair value
	(in thousands)			
Current investments securities:				
Government debt securities (held-to-maturity)	$ 397,308	$ 30	$ —	$ 397,338
Total	**$ 397,308**	**$ 30**	**$ —**	**$ 397,338**

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

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

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

4 Fair value measurement

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

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

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

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

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

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

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

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

	Quoted prices in active markets (Level 1)	Significant other observable inputs (Level 2)	Significant unobservable inputs (Level 3)	Total	Classification in Unaudited Consolidated Balance Sheets
		(in thousands)			
Balance at December 31, 2025					
Assets:					
Cash and cash equivalents	$ 80,240	$ —	$ —	$ 80,240	Cash and cash equivalents
Restricted cash	1,561	—	—	1,561	Other non-current assets
Total assets	**$ 81,801**	**$ —**	**$ —**	**$ 81,801**	
Liabilities:					
Liability related to pre-funded warrants	—	12,595	—	12,595	Liability related to pre-funded warrants
Contingent consideration	—	—	18,736	18,736	Contingent consideration
Consideration for post-acquisition services	—	—	638	638	Other non-current liabilities
Total liabilities	$ —	**$ 12,595**	**$ 19,374**	**$ 31,969**	
Balance at June 30, 2026					
Assets:					
Cash and cash equivalents	$ 413,027	$ —	$ —	$ 413,027	Cash and cash equivalents
Restricted cash	1,534	—	—	1,534	Other non-current assets
Total assets	**$ 414,561**	**$ —**	**$ —**	**$ 414,561**	
Liabilities:					
Liability related to pre-funded warrants	—	24,242	—	24,242	Liability related to pre-funded warrants
Contingent consideration	—	—	18,113	18,113	Contingent consideration
Consideration for post-acquisition services	—	—	617	617	Other non-current liabilities
Total liabilities	**$ —**	**$ 24,242**	**$ 18,730**	**$ 42,972**	

a) Contingent consideration

The Company is required to pay up to EUR 143.1 million (or $163.0 million based on the foreign exchange rate on June 30, 2026) to the former shareholders of uniQure France SAS (formerly Corlieve Therapeutics SAS) upon the achievement of the remaining contractually defined milestones related to the development of AMT-260 in connection with the Company's acquisition of uniQure France SAS.

The fair value of the contingent consideration as of June 30, 2026 was EUR 15.9 million ($18.1 million) (December 31, 2025: EUR 15.9 million ($18.7 million)) using discount rates of approximately 10.1% to 11.8% (December 31, 2025: 11.8%).

If, as of June 30, 2026, the Company had assumed a 100% likelihood of AMT-260 advancing into a Phase III clinical study, then the fair value of the contingent consideration would have increased to EUR 51.3 million ($58.4 million). If, as of June 30, 2026, the Company had assumed that it would discontinue development of the AMT-260 program, then the contingent consideration would have been released to income.

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

	Amount of contingent consideration (in thousands)
Balance at December 31, 2025	**$ 18,736**
Unrealized change in fair value (presented within Research and development expenses)	(82)
Currency translation effects	(541)
Balance at June 30, 2026	**$ 18,113**

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

b) Liability related to pre-funded warrants

In September 2025, the Company completed a follow-on public offering which included the issuance of pre-funded warrants to purchase 526,316 of the Company's ordinary shares at the public offering price of $47.50 per ordinary share, less a $0.0001 per ordinary share exercise price for each pre-funded warrant ("Pre-Funded Warrant(s)"). The obligation to issue ordinary shares upon the exercise of the Pre-Funded Warrants is classified as a liability related to pre-funded warrants.

The Pre-Funded Warrants are not exchange-quoted and are measured using a valuation technique whose significant inputs are observable; therefore, the fair value measurement is classified within Level 2 of the fair value hierarchy.

	Liability related to pre-funded warrants (in thousands)
Balance at December 31, 2025	**$ 12,595**
Unrealized increase in fair value (presented within Other non-operating (losses), net)	12,201
Currency translation effects	(554)
Balance at June 30, 2026	**$ 24,242**

5 Accrued expenses and other current liabilities

Accrued expenses and other current liabilities include the following items:

	June 30, 2026	December 31, 2025
	(in thousands)	
Accruals for goods received from and services provided by vendors, not yet billed	$ 24,684	$ 20,490
Personnel-related accruals and liabilities (As of June 30, 2026, $7.2 million (December 31, 2025: $0.0 million) related to cash proceeds from employees' stock option exercises)	16,654	9,941
Liability owed to the Purchaser pursuant to the Royalty Financing Agreement (refer to Note 7, "*Royalty Financing Agreement*")	5,778	5,523
Current portion of firm purchase commitment liability (including Genezen CSA termination payment)	3,808	5,102
Other current liabilities	209	236
Total	**$ 51,133**	**$ 41,292**

In April 2026, the Company entered into an agreement to terminate the commercial supply agreement (the "Genezen CSA") with Genezen MA, Inc. (together with Genezen Holdings Inc., "Genezen"). Pursuant to the termination agreement, our obligation to supply HEMGENIX® and any minimum purchase commitments under the Genezen CSA terminate once contractually specified batches have been supplied. In connection with the termination, the Company wrote down the remaining carrying value of the intangible asset for the favorable supply terms under the Genezen CSA. The net effect of these items was recorded in Other expense, and did not have a material impact on the Company's results of operations for the three and six months ended June 30, 2026.

6 Long-term debt

The total principal outstanding as of June 30, 2026 under the Company's amended venture debt loan facility with Hercules Capital, Inc. (the "2025 Amended Facility") was $50.0 million. The amortized cost, including interest due presented as part of Accrued expenses and other current liabilities, was $50.5 million as of June 30, 2026, compared to $50.1 million as of December 31, 2025, and is recorded net of discount and debt issuance costs.

The foreign currency loss on the loan facility in the three and six months ended June 30, 2026 was $0.5 million and $1.6 million, respectively, compared to a foreign currency gain of $4.3 million and $6.4 million, respectively, during the same periods in 2025. Interest expense during the three and six months ended June 30, 2026 was $1.4 million and $2.8 million, respectively, compared to $1.8 million and $3.6 million, respectively, during the same periods in 2025.

During the six months ended June 30, 2026, there were no material changes to the terms, available borrowing tranches, covenants, or collateral arrangements of the 2025 Amended Facility as described in Note 11, "*Long-term debt*" to the consolidated financial statements included in the Company's Annual Report on Form 10-K for the year ended December 31, 2025. As of June 30, 2026, the Company was in compliance with all applicable covenants under the facility.

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

7 Royalty Financing Agreement

During the six months ended June 30, 2026, there were no material changes to the terms of the royalty purchase agreement entered into in May 2023 (the "Royalty Financing Agreement") with HemB SPV, L.P. (the "Purchaser"), as described in Note 12, "*Royalty Financing Agreement*" within the consolidated financial statements included in the Company's Annual Report for the year ended December 31, 2025.

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

	Amount of liability (in thousands)
Balance as of December 31, 2025 (includes $5.5 million presented as "Accrued expenses and other current liabilities")	**$ 478,722**
Royalty payments to the Purchaser	(9,195)
Interest expense for the period	25,584
Balance as of June 30, 2026 (includes $5.8 million presented as "Accrued expenses and other current liabilities")	**$ 495,111**

The Company records the debt at amortized cost using the effective interest method based on projected cash flows. As of June 30, 2026, the effective interest rate is expected to be within a range of 10.0% to 11.5% per annum (June 30, 2025: 12.0% to 13.5%). Interest expense recorded in connection with the Royalty Financing Agreement was $13.0 million and $13.8 million for the three months ended June 30, 2026 and 2025, respectively, and $25.6 million and $27.1 million for the six months ended June 30, 2026 and 2025, respectively.

8 Shareholders' equity

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

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

9 Share-based compensation

The Company's share-based compensation plans include the amended and restated 2014 Share Incentive Plan (as amended, the "2014 Plan") and inducement grants under Rule 5653(c)(4) of the Nasdaq Global Select Market with terms similar to the 2014 Plan (together the "2014 Plans"). At the annual general meeting of shareholders in June 2026, the Company's shareholders authorized an additional 350,000 ordinary shares for issuance under the 2014 Plan. As of June 30, 2026, a total of 2,815,628 ordinary shares remain available for issuance under the 2014 Plan.

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

2014 Plans and ESPP

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

	Three months ended June 30,		Six months ended June 30,	
	2026	2025	2026	2025
	(in thousands)		(in thousands)	
Research and development expenses	1,888	2,758	3,865	5,221
Selling, general and administrative expenses	3,128	2,326	6,241	4,273
Total	**$ 5,016**	**$ 5,084**	**$ 10,106**	**$ 9,494**

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

	Three months ended June 30,		Six months ended June 30,	
	2026	2025	2026	2025
	(in thousands)		(in thousands)	
Award type/ESPP				
Share options	$ 1,861	$ 1,662	$ 3,668	$ 3,299
Restricted share units	3,255	2,547	6,461	4,760
Performance share units	(108)	875	(46)	1,435
ESPP	8	—	23	—
Total	**$ 5,016**	**$ 5,084**	**$ 10,106**	**$ 9,494**

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

		Unrecognized share-based compensation expense (in thousands)	Weighted average remaining period for recognition (in years)
Award type			
Share options	$	14,464	2.57
Restricted share units		25,886	2.17
Performance share units		427	0.87
Total	**$**	**40,776**	**2.30**

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

Share options

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

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

	Options		
	Number of ordinary shares		Weighted average exercise price
Outstanding at December 31, 2025	**4,531,991**		**17.04**
Granted	869,760	$	11.48
Forfeited	(12,451)	$	9.58
Expired	(16,186)	$	37.84
Exercised	(410,849)	$	16.60
Outstanding at June 30, 2026	**4,962,265**	**$**	**16.05**
Thereof, fully vested, and exercisable on June 30, 2026	2,769,675	$	19.77
Thereof, outstanding and expected to vest after June 30, 2026	2,192,590	$	11.35
Outstanding and expected to vest after December 31, 2025	1,999,315	$	11.81
Total weighted average grant date fair value of options issued during the period (in $ millions)		$	6.4

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

	Three months ended June 30,		Six months ended June 30,	
	2026	2025	2026	2025
Assumptions				
Expected volatility	95%	80%	95%	70% - 80%
Expected terms	10 years	10 years	10 years	10 years
Risk-free interest rate	4.68%	4.64%	4.21% - 4.68%	4.36% - 4.64%
Expected dividend yield	0.0%	0.0%	0.0%	0.0%

RSUs

The following table summarizes the RSU activity for the six months ended June 30, 2026:

	RSUs		
	Number of ordinary shares		Weighted average grant-date fair value
Non-vested at December 31, 2025	**2,395,420**	**$**	**12.15**
Granted	1,112,250	$	12.36
Vested	(886,521)	$	12.29
Forfeited	(113,350)	$	16.22
Non-vested at June 30, 2026	**2,507,799**	**$**	**12.01**
Total weighted average grant date fair value of RSUs granted during the period (in $ millions)		$	13.8

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

PSUs

The Company granted PSUs to certain employees in 2024 and 2026, that, with respect to the 2024 PSUs, would have been earned upon the Board of Directors' assessment of the level of achievement of an agreed upon performance target, and, with respect to the 2026 PSUs, will be earned upon Company management's assessment of the level of achievement of agreed upon performance targets, subject, in each case, to the grantee's continued employment. The fair value of PSUs granted in 2024 and 2026 was determined on the grant date by reference to the market price of the Company's ordinary shares.

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, 2026, certain 2026 PSUs were assessed as probable of achieving the requisite performance condition.

As of June 30, 2026, the Company determined that the performance target for the outstanding 2024 PSUs were not met within the contractually defined performance period and were consequently forfeited.

The following table summarizes the PSU activity for the six months ended June 30, 2026:

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

ESPP

During the six months ended June 30, 2026, 13,939 ordinary shares were issued under the ESPP compared to nil ordinary shares issued during the same period in 2025. As of June 30, 2026, 72,773 ordinary shares remain available for issuance under the ESPP compared to a total of 86,712 ordinary shares as of June 30, 2025.

10 Segment reporting

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

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

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

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

	Three months ended June 30,		Six months ended June 30,	
	2026	2025	2026	2025
	(in thousands)		(in thousands)	
Revenue	**$ 5,841**	**$ 5,262**	**$ 9,403**	**$ 6,829**
Less:				
Employee related expenses	(16,960)	(14,525)	(33,746)	(28,741)
Laboratory and development expenses	(17,387)	(15,593)	(32,148)	(31,560)
Professional fees	(1,756)	(3,124)	(6,263)	(5,181)
Information technology system costs[2]	(1,427)	(838)	(3,086)	(1,839)
Facility expenses	(1,437)	(1,704)	(2,984)	(3,371)
Other segment items[1] [2]	(2,511)	(1,804)	(6,024)	(2,773)
Segment operating loss	**(35,637)**	**(32,326)**	**(74,848)**	**(66,636)**
Reconciliation				
Depreciation and amortization expense	(4,907)	(3,630)	(7,863)	(8,157)
Share-based compensation expense	(5,016)	(5,084)	(10,106)	(9,494)
Fair value (loss) / gain - contingent consideration	(1,256)	(2,254)	82	(3,470)
Fair value loss - Liability related to pre-funded warrants	(15,970)	—	(12,201)	—
Foreign currency (losses) / gains, net	(1,730)	18,638	(4,024)	25,810
Interest income	5,051	3,524	10,280	7,651
Interest expense - Royalty Financing Agreement	(12,963)	(13,770)	(25,584)	(27,079)
Interest expense - Hercules loan facility	(1,403)	(1,821)	(2,813)	(3,621)
Other reconciling items	(5,387)	(571)	(5,188)	4,561
Consolidated loss before income tax expense	**$ (79,218)**	**$ (37,294)**	**$ (132,265)**	**$ (80,435)**

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

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

11 Other investments and concentration of credit risk

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

	June 30, 2026	December 31, 2025
	(in thousands)	
Carrying amount of equity investments	$ 15,143	$ 15,615
Convertible note receivable	15,124	14,622
Total	**$ 30,267**	**$ 30,237**

The Company holds investments in non-publicly traded equity securities without readily determinable fair values. These investments are accounted for at cost, less impairment and adjusted to fair value if there are observable price changes in orderly transactions for identical or similar investments using the measurement alternative in accordance with ASC 321, *Investments – Equity Securities*. The carrying value of these investments as of June 30, 2026 and December 31, 2025 was $15.1 million and $15.6 million, respectively, and are presented within Other Investments in the Company's Consolidated Balance Sheets.

The Company did not recognize any upward adjustments, downward adjustments, or impairments relating to investments carried under the measurement alternative during the three and six months ended June 30, 2026, and 2025.

Genezen

In 2024, as part of the Company's divestment of its commercial manufacturing operations to Genezen, the Company entered into various service agreements including the Genezen CSA. In April 2026, the Company entered into an agreement to terminate the Genezen CSA. Pursuant to the termination agreement, the Company's obligation to supply HEMGENIX® and any minimum purchase commitments under the Genezen CSA terminate once contractually specified batches have been supplied.

The Company's prepayments for services to be received amounted to $5.7 million as of June 30, 2026, compared to $13.9 million as of December 31, 2025. In addition, as of June 30, 2026, the Company holds a convertible note receivable of $15.1 million which is due in September 2029 and for which Genezen is the counterparty (December 31, 2025: $14.6 million).

These balances represent a concentration of credit risk, and the Company's maximum exposure to loss is the carrying value of these assets. No expected credit losses were recognized during the three and six months ended June 30, 2026 or 2025.

CSL Behring

As of June 30, 2026 and December 31, 2025, accounts receivable from CSL Behring LLC ("CSL Behring") totaled $5.8 million and $5.9 million, respectively, in each case related to royalty revenue which is included in License Revenue in the accompanying statements of operations and comprehensive loss.

12 Income taxes

The Company recorded a deferred tax expense of $1.8 million and $2.3 million related to its U.S. operations during the three and six months ended June 30, 2026 ($0.4 million and $0.9 million for the three and six months ended June 30, 2025).

The effective income tax rate of 2.3% and 1.8% during the three and six months ended June 30, 2026 (three and six months ended June 30, 2025: 1.1% and 1.1%, respectively) is substantially lower than the enacted rate of 25.8% in the Netherlands as the Company recorded a valuation allowance against its net deferred tax assets in the Netherlands and a partial valuation allowance against its net deferred tax assets in France, among various other items which impacted the effective rate.

13 Basic and diluted loss per share

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

The potentially dilutive ordinary shares are summarized below:

	Three months ended June 30,		Six months ended June 30,	
	2026	2025	2026	2025
Anti-dilutive ordinary share equivalents				
Stock options under 2014 Plans	4,962,265	5,321,862	4,962,265	5,321,862
Non-vested RSUs and PSUs	2,536,549	2,442,969	2,536,549	2,442,969
Pre-Funded Warrants	526,316	—	526,316	—
ESPP	13,939	—	13,939	—
Total anti-dilutive ordinary share equivalents	**8,039,069**	**7,764,831**	**8,039,069**	**7,764,831**

14 Commitments and contingencies

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

Legal Proceedings

On February 10, 2026, a class action complaint captioned *Christopher Scocco v. uniQure N.V., et al.*, Case No. 1:26-cv-01124, was filed against the Company, certain of its executive officers and another party (collectively, "Defendants") in the United States District Court for the Southern District of New York. The complaint purported to assert claims pursuant to Sections 10(b) and 20(a) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and Rule 10b-5 promulgated thereunder, on behalf of a putative class of investors who purchased or otherwise acquired the Company's ordinary shares between September 24, 2025 and October 31, 2025 (the "putative Class Period"). The plaintiff sought to recover damages allegedly caused by purported false and misleading statements and omissions with respect to the Company's Phase I/II study of AMT-130 and the timing of the potential Biologics License Application filing for AMT-130.

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

On July 15, 2026, the Lead Plaintiff filed an amended complaint. Like the earlier-filed complaint, the amended complaint purports to assert claims pursuant to Sections 10(b) and 20(a) of the Exchange Act and Rule 10b-5, on behalf of a putative class of investors who purchased or otherwise acquired the Company's ordinary shares during the putative Class Period. Lead Plaintiff seeks unspecified damages allegedly caused by purported false and misleading statements and omissions with respect to the import and viability of data from the Company's Phase I/II study of AMT-130 and available pathways to regulatory approval. Defendants' motion to dismiss the amended complaint is currently due September 14, 2026. Management intends to vigorously defend against the claims in this action.

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

15 Subsequent events

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

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

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

Overview

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

Business Developments

Financing

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

Hercules Loan Amendment

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

Recent Product Candidate Developments

Huntington's disease program (AMT-130)

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

We are currently conducting Phase I/II clinical trials of AMT-130 in the U.S. and Europe. We completed the enrollment of all 26 patients in the first two cohorts of our U.S. study in March 2022 and the enrollment of 13 patients in the two cohorts of our European study in June 2023. In 2025, we completed enrollment of all 12 patients in the third cohort, and we treated six patients with the high-dose of AMT-130 in a fourth cohort to evaluate the safety and efficacy of AMT-130 in patients with lower baseline striatal volumes compared to previous cohorts in the U.S. Phase I/II study.

Data from Phase I/II Clinical Studies

In September 2025, we announced positive topline data from the three-year analysis of cohorts one and two of the ongoing Phase I/II studies of AMT-130 for the treatment of Huntington's disease. We analyzed clinical outcomes for 29 patients treated with AMT-130 (n=17 high-dose; n=12 low-dose) of which 12 patients per dose group had attained 36 months of follow-up and were evaluated at that time point. Outcomes for each dose group were compared to a propensity score-matched external control drawn from the Enroll-HD natural history data set (n=940 for high-dose; n=626 for low-dose).

Topline 36-month efficacy results for patients receiving high-dose AMT-130 were as follows (data cutoff as of June 30, 2025):

- A statistically significant 75% slowing of disease progression as measured by composite Unified Huntington's Disease Rating Scale ("cUHDRS") (p=0.003), which met the primary endpoint of the study. Treated patients had a mean change in cUHDRS from baseline of -0.38 compared to a change of -1.52 for patients in the propensity score-matched external control.

- A statistically significant 60% slowing of disease progression as measured by Total Function Capacity ("TFC") (p=0.033), which met a key secondary endpoint of the study. Treated patients had a mean change in TFC from baseline of -0.36 compared to a change of -0.88 for patients in the propensity score-matched external control.

- Favorable trends in other secondary endpoint measures of motor and cognitive function, including Symbol Digit Modalities Test ("SDMT"), Stroop Word Reading Test ("SWRT") and Total Motor Score ("TMS").

    - An 88% slowing of disease progression as measured by SDMT (p=0.057), with a mean change in SDMT from baseline of -0.44 compared to a change of -3.73 for patients in the propensity score-matched external control.

    - A 113% slowing of disease progression as measured by SWRT (nominal p=0.002), with a mean change in SWRT from baseline of 0.88 compared to a change of -6.98 for patients in the propensity score-matched external control.

    - A 59% slowing of disease progression as measured by TMS (nominal p=0.174), with a mean change in TMS from baseline of 2.01 compared to a change of 4.88 for patients in the propensity score-matched external control.

A mean reduction from baseline in cerebrospinal neurofilament light protein ("CSF NfL") of -8.2% was observed at 36 months in the high-dose of AMT-130 of the Phase I/II studies. CSF NfL is a well-characterized, supportive biomarker of neurodegeneration. Elevation in CSF NfL has been shown to be strongly associated with greater clinical severity of Huntington's disease.

We believe that the consistently favorable results in functional, motor and cognitive endpoints at 36 months observed in the high-dose group, compared to the variable trends observed in the low-dose group, reflect a dose-dependent response to AMT-130.

Various other supportive analyses of the results from the AMT-130 high-dose treatment group, including those using a propensity score-weighted external control and comparisons to the TRACK-HD and PREDICT-HD datasets, were consistent with the primary analysis.

AMT-130 was generally well-tolerated in the Phase I/II studies, with a manageable safety profile at both doses. There have been five drug-related serious adverse events ("SAEs") reported across all cohorts, and the most common adverse events in the treatment groups were related to the administration procedure.

Regulatory Update

From November 2024 through April 2025, we held three Type B meetings with the U.S. Food and Drug Administration (the "FDA"). As part of these interactions, the FDA agreed that data from the ongoing Phase I/II studies, compared to a natural history external control, may serve as the primary basis of a Biologics License Application ("BLA") submission under the FDA's accelerated approval pathway. The FDA also agreed that cUHDRS may be used as an intermediate clinical endpoint and reductions in CSF NfL may serve as supportive evidence of therapeutic benefit in the application for such accelerated approval.

In October 2025, we met with the FDA at a pre-BLA meeting to discuss the application for AMT-130. In December 2025, we announced that in the final meeting minutes, the FDA conveyed that data submitted from the Phase I/II studies of AMT-130 were currently unlikely to provide the primary evidence to support a BLA submission.

In January 2026, we met with the FDA at a Type A meeting to discuss AMT-130. In March 2026, following receipt of the final meeting minutes from the Type A meeting, we announced that the FDA stated that it could not agree that data from the Phase I/II studies, compared to an external control, were sufficient to provide the primary evidence of effectiveness required to support a marketing application for AMT-130. The FDA strongly recommended we conduct a prospective, randomized, double-blind, sham surgery-controlled study.

In March 2026, we held a successful pre-submission meeting with the United Kingdom's ("UK") Medicines and Healthcare products Regulatory Agency ("MHRA") regarding AMT-130, and the regulatory submission is progressing as planned for the third quarter of 2026.

In June 2026, we held a Type B meeting with the FDA. Official meeting minutes received in July 2026 confirmed that we and the FDA reached alignment that a BLA submission under the accelerated approval pathway for AMT-130, based on the existing clinical data, is reasonable. In addition, the FDA seeks to align on the confirmatory study design prior to the BLA submission, including consideration of a randomized standard-of-care control design instead of a sham procedure. The FDA also stated that, in accordance with the FDA's draft public guidance for accelerated approvals, the confirmatory study should be feasible to conduct within a reasonable timeline and be well underway, and potentially fully enrolled, at the time of accelerated approval. Discussions with the FDA to align on the confirmatory study design and analysis are underway, and we expect to submit a BLA in the third quarter of 2026.

Temporal lobe epilepsy program (AMT-260)

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

In September 2025, we completed enrollment of the first three patients in the first cohort administering AMT-260 to patients with lesions in the non-dominant hemisphere of the brain. Following a review by the independent data monitoring committee ("IDMC"), we expanded the first cohort into MTLE in the dominant hemisphere and initiated a second cohort. We completed enrollment of six patients into the first cohort in 2025. We also initiated enrollment of a second cohort in 2025.

In June 2026, we announced preliminary data on the first cohort in GenTLE. As of the May 29, 2026 data cutoff date, three of six patients in the first, low-dose cohort (1×10^{12} gc/mL) achieved meaningful reductions in disabling seizures during months four through six of follow-up, ranging from a 79% to 100% decline from baseline. The remaining three patients in the low-dose cohort experienced variable changes in disabling seizures during months four through six of follow-up, ranging from a 33% decrease to a 36% increase compared to baseline. As of the June 19, 2026, there have been no SAEs related to AMT-260 or the surgical procedure reported. All reported adverse events in the low dose cohort were classified as mild or moderate in severity, with the most common adverse event being headache (N=2). No immunosuppression was required.

Fabry disease program (AMT-191)

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

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

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

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

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

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

Per protocol, additional dosing in the mid- and high-dose cohorts has been paused pending further evaluation following asymptomatic Grade 3 liver enzyme elevations observed in two patients in the mid-dose cohort, which were confirmed dose-limiting toxicity. These elevations resolved as of the end of May 2026 following a course of immunosuppression as per the study protocol.

Financial Overview

Key components of our results of operations include the following:

	Three months ended June 30,		Six months ended June 30,	
	2026	2025	2026	2025
	(in thousands)		(in thousands)	
Total revenues	$ 5,841	$ 5,262	$ 9,403	$ 6,829
Cost of license revenues	(350)	(656)	(569)	(853)
Research and development expenses	(33,964)	(35,383)	(63,140)	(71,523)
Selling, general and administrative expenses	(17,367)	(13,500)	(37,435)	(24,408)
Net loss	(81,059)	(37,719)	(134,594)	(81,356)

As of June 30, 2026 and December 31, 2025, we had cash and cash equivalents and investment securities of $810.3 million and $622.5 million, respectively. We had a net loss of $81.1 million and $134.6 million in the three and six months ended June 30, 2026, compared to a net loss of $37.7 million and $81.4 million for the same periods in 2025. As of June 30, 2026 and December 31, 2025, we had accumulated deficits of $1,463.5 million and $1,328.9 million, respectively. See “Results of Operations” below for a discussion of the detailed components and analysis of the amounts above.

Critical Accounting Policies and Estimates

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

Research and development expenses

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

- employee-related expenses, including salaries, benefits, travel and share-based compensation expense;
- costs incurred for laboratory research, preclinical and nonclinical studies, clinical trials, statistical analysis and report writing, and regulatory compliance costs incurred with clinical research organizations and other third-party vendors;
- costs incurred to conduct consistency and comparability studies;
- costs incurred for the development and improvement of our manufacturing processes and methods;
- costs associated with research activities for enabling technology platforms;
- costs associated with the rendering of collaboration services;
- payments related to identifiable intangible assets without an alternative future use;

- payments to our licensors for milestones that have been achieved related to our product candidates;
- facilities, depreciation, and other expenses, which include direct and allocated expenses for rent and maintenance of facilities, insurance, and other supplies; and
- changes in the fair value of liabilities recorded in relation to the acquisition of uniQure France SAS.

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

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

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

Selling, general and administrative expenses

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

Other items, net

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

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

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

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

Results of Operations

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

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

	Three months ended June 30,		
	2026	2025 (in thousands)	2026 vs 2025
License revenues	$ 5,841	$ 5,262	$ 579
Total revenues	**5,841**	**5,262**	**579**
Operating expenses:			
Cost of license revenues	(350)	(656)	306
Research and development expenses	(33,964)	(35,383)	1,419
Selling, general and administrative expenses	(17,367)	(13,500)	(3,867)
Total operating expenses	**(51,681)**	**(49,539)**	**(2,142)**
Other income	1,598	2,597	(999)
Other expense	(7,961)	(2,185)	(5,776)
Loss from operations	**(52,203)**	**(43,865)**	**(8,338)**
Non-operating (expense) / income, net	(27,015)	6,571	(33,586)
Net loss before income tax expense	**$ (79,218)**	**$ (37,294)**	**$ (41,924)**
Income tax expense	(1,841)	(425)	(1,416)
Net loss	**$ (81,059)**	**$ (37,719)**	**$ (43,340)**

License revenues

We recognize license revenues from CSL Behring related to royalty payments owed on HEMGENIX® sales, when earned. For the three months ended June 30, 2026 and 2025, we recognized $5.8 million and $5.3 million of license revenues, respectively.

R&D expense

R&D expenses for the three months ended June 30, 2026 were $34.0 million, compared to $35.4 million for the same period in 2025. Other research and development expenses are separately classified in the table below. These other expenses are not allocated to specific projects, as they are deployed across multiple projects under development.

	Three months ended June 30,		
	2026	2025 (in thousands)	2026 vs 2025
Huntington's disease (AMT-130)	$ 6,280	$ 10,517	$ (4,237)
Temporal lobe epilepsy (AMT-260)	4,168	1,955	2,213
Amyotrophic lateral sclerosis (AMT-162)	2,503	1,098	1,405
Fabry disease (AMT-191)	2,177	1,255	922
Programs in preclinical development and platform related expenses	1,883	405	1,478
Total direct research and development expenses	**$ 17,011**	**$ 15,230**	**$ 1,781**
Employee and contractor-related expenses	9,111	9,523	(412)
Facility expenses	2,402	3,853	(1,451)
Share-based compensation expense	1,888	2,758	(870)
Information technology costs	966	594	372
Fair value changes related to contingent consideration	1,256	2,254	(998)
Other expenses	1,330	1,171	159
Total other research and development expenses	**$ 16,953**	**$ 20,153**	**$ (3,200)**
Total research and development expenses	**$ 33,964**	**$ 35,383**	**$ (1,419)**

Direct research and development expenses

Huntington's disease (AMT-130)

In the three months ended June 30, 2026 and 2025, we incurred costs related to the development of AMT-130 of $6.3 million and $10.5 million respectively. The decrease of $4.2 million was primarily related to lower manufacturing process validation costs, which were $0.8 million in the current year period, compared to $4.0 million in the prior year period. Additionally, clinical trials costs decreased in the current year period, partially offset by higher regulatory costs associated with the preparation of BLA and Marketing Authorization Application ("MAA") submissions for AMT-130 in the United States and the United Kingdom, respectively.

Temporal lobe epilepsy (AMT-260)

In the three months ended June 30, 2026 and June 30, 2025, we incurred costs related to the development of AMT-260 of $4.2 million and $2.0 million, respectively. The current year period included $3.7 million of clinical expenses and $0.3 million of CMC expenses, respectively, compared to $1.7 million and $0.2 million, respectively, in the prior year period.

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

In the three months ended June 30, 2026 and June 30, 2025, we incurred costs related to the development of AMT-162 of $2.5 million and $1.1 million, respectively. These costs were primarily related to our Phase I/II clinical trial.

Fabry disease (AMT-191)

In the three months ended June 30, 2026 and June 30, 2025, we incurred costs related to the development of AMT-191 of $2.2 million and $1.3 million, respectively. These costs were primarily related to our Phase I/II trial.

Preclinical programs & platform development

In the three months ended June 30, 2026 and June 30, 2025, we incurred costs related to research and technology projects of $1.9 million and $0.4 million, respectively.

Other research & development expenses

- We incurred $9.1 million in personnel and contractor-related expenses in the three months ended June 30, 2026, compared to $9.5 million for the same period in 2025;
- We incurred $2.4 million in operating and depreciation expenses related to our leased facilities in Amsterdam and Lexington, Massachusetts in the three months ended June 30, 2026 compared to $3.9 million in the same period in 2025;
- We incurred $1.9 million in share-based compensation expenses in the three months ended June 30, 2026, compared to $2.8 million for the same period in 2025. The decrease of $0.9 million was primarily driven by lower costs related to performance stock units during the current year period; and
- We incurred a $1.3 million loss related to an increase in the fair value of contingent consideration associated with the acquisition of uniQure France SAS in the three months ended June 30, 2026, compared to a $2.3 million loss for the same period in 2025. The $1.0 million favorable change reflects that the prior period included an adjustment to the expected timing of achieving future milestones that did not recur in the current year period.

Selling, general and administrative expenses

Selling, general and administrative expenses for the three months ended June 30, 2026 were $17.4 million, compared to $13.5 million for the same period in 2025.

	Three months ended June 30,		
	2026	2025	2026 vs 2025
		(in thousands)	
Employee and contractor-related expenses	$ 8,878	$ 5,397	$ 3,481
Share-based compensation expense	3,128	2,326	802
Professional fees	1,592	3,428	(1,836)
Intellectual property fees	983	281	702
Depreciation and facility costs	508	578	(70)
Information technology costs	389	193	196
Other expenses	1,889	1,297	592
Total selling, general and administrative expenses	**$ 17,367**	**$ 13,500**	**$ 3,867**

- We incurred $8.9 million in personnel and contractor-related expenses in the three months ended June 30, 2026, compared to $5.4 million in the same period in 2025. The $3.5 million increase was primarily driven by of a higher headcount following employee recruitment in the second half of 2025 to support the potential commercial launches of AMT-130;
- We incurred $3.1 million in share-based compensation expenses in the three months ended June 30, 2026, compared to $2.3 million in the same period in 2025. The $0.8 million increase was primarily driven by the higher fair value of awards outstanding during the current year period, in comparison with the prior period;
- We incurred $1.6 million in professional fees in the three months ended June 30, 2026 compared to $3.4 million in the same period in 2025. The $1.8 million decrease was primarily a result of lower costs in connection with the potential commercial launches of AMT-130; and
- We incurred $1.9 million in other expenses in the three months ended June 30, 2026, compared to $1.3 million in the same period in 2025.

Other income and expense

	Three months ended June 30,		
	2026	2025	2026 vs 2025
		(in thousands)	
Research and development grants from Dutch authorities	$ 1,164	$ 1,392	$ (228)
Sublease income, net	337	347	(10)
Supply of HEMGENIX® to CSL Behring	(7,695)	(1,731)	(5,964)
Other income, net	(169)	404	(573)
Total other items, net	**$ (6,363)**	**$ 412**	**$ (6,775)**

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

Other non-operating items, net

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

	Three months ended June 30, 2026	2025	2026 vs 2025
		(in thousands)	
Interest income	$ 5,051	$ 3,524	$ 1,527
Interest expense - Royalty Financing Agreement	(12,963)	(13,770)	807
Interest expense - Hercules loan facility	(1,403)	(1,821)	418
Foreign currency (losses) / gains, net	(1,730)	18,638	(20,368)
Changes in fair value of liability related to pre-funded warrants	(15,970)	—	(15,970)
Total non-operating items, net	**$ (27,015)**	$ **6,571**	$ **(33,586)**

We recognize interest income associated with our cash and cash equivalents and investment securities. We recognized $5.1 million in interest income in the three months ended June 30, 2026, compared to $3.5 million in the same period in 2025. The $1.5 million increase was primarily due to higher average balances of our investment securities held during the current year period, compared to the prior year period.

In May 2023, uniQure biopharma B.V. entered into an agreement (the "Royalty Financing Agreement") with HemB SPV, L.P. to sell certain current and future royalties due to uniQure biopharma B.V. from CSL Behring from the net sales of HEMGENIX® pursuant to the CSL Behring Agreement. We recognized non-cash interest expenses related to the Royalty Financing Agreement of $13.0 million and $13.8 million in the three months ended June 30, 2026 and 2025, respectively.

We recognized interest expense related to the Hercules loan facility of $1.4 million and $1.8 million in the three months ended June 30, 2026 and June 30, 2025, respectively. The $0.4 million decrease was primarily due to more favorable terms following the amendment of the facility in September 2025, as well as a decrease in market interest rates.

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

We recognized a net foreign currency loss of $1.7 million during the three months ended June 30, 2026, compared to a net gain of $18.6 million during the same period in 2025. The foreign currency movements relate to our Hercules loan facility, the Royalty Financing Agreement, cash and cash equivalents, investment securities, and intercompany loans within the uniQure group.

In connection with our September 2025 follow-on public offering, we issued pre-funded warrants that are classified as a liability and measured at fair value each reporting period. We recognized a $16.0 million loss in the three months ended June 30, 2026, reflecting an increase in the fair value of this liability, compared to nil for the same period in 2025.

Income tax expense

We recognized $1.8 million of deferred tax expense in the three months ended June 30, 2026, and $0.4 million of deferred tax expense for the same period in 2025.

Results of Operations

Comparison of the six months ended June 30, 2026 and 2025

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

	Six months ended June 30,		
	2026	2025	2026 vs 2025
		(in thousands)	
Total revenues	$ 9,403	$ 6,829	$ 2,574
Operating expenses:			
Cost of license revenues	(569)	(853)	284
Research and development expenses	(63,140)	(71,523)	8,383
Selling, general and administrative expenses	(37,435)	(24,408)	(13,027)
Total operating expenses	**(101,144)**	**(96,784)**	**(4,360)**
Other income	3,230	10,903	(7,673)
Other expense	(9,412)	(4,144)	(5,268)
Loss from operations	**(97,923)**	**(83,196)**	**(14,727)**
Non-operating (expense) / income, net	(34,342)	2,761	(37,103)
Loss before income tax expense	$ **(132,265)**	$ **(80,435)**	**(51,830)**
Income tax expense	(2,329)	(921)	(1,408)
Net loss	**$ (134,594)**	**$ (81,356)**	**$ (53,238)**

License revenues

We recognize license revenues from CSL Behring related to royalty payments owed on HEMGENIX® sales, when earned. For the six months ended June 30, 2026 and 2025, we recognized $9.4 million and $6.8 million of license revenues, respectively.

R&D expense

R&D expenses for the six months ended June 30, 2026 were $63.1 million, compared to $71.5 million for the same period in 2025. Other research and development expenses are separately classified in the table below. These other expenses are not allocated to specific projects, as they are deployed across multiple projects under development.

	Six months ended June 30,		
	2026	2025	2026 vs 2025
		(in thousands)	
Huntington's disease (AMT-130)	$ 14,260	$ 18,747	$ (4,487)
Temporal lobe epilepsy (AMT-260)	6,995	4,030	2,965
Fabry disease (AMT-191)	3,716	3,442	274
Amyotrophic lateral sclerosis (AMT-162)	3,397	2,929	468
Programs in preclinical development and platform related expenses	3,017	1,685	1,332
Total direct research and development expenses	**$ 31,385**	**$ 30,833**	**$ 552**
Employee and contractor-related expenses	18,171	19,682	(1,511)
Facility expenses	6,021	8,403	(2,382)
Share-based compensation expense	3,865	5,221	(1,356)
Information technology costs	2,056	1,276	780
Fair value changes related to contingent consideration	(82)	3,470	(3,552)
Other expenses	1,724	2,638	(914)
Total other research and development expenses	**$ 31,755**	**$ 40,690**	**$ (8,935)**
Total research and development expenses	**$ 63,140**	**$ 71,523**	**$ (8,383)**

Direct research and development expenses

Huntington's disease (AMT-130)

In the six months ended June 30, 2026 and 2025, we incurred costs related to the development of AMT-130 of $14.3 million and $18.7 million respectively. The decrease of $4.5 million was primarily driven by lower costs related to clinical trials of $9.0 million in the current period, compared to $11.2 million in the prior year period. Additionally, manufacturing process validation costs were decreased in the current year period, partially offset by higher regulatory costs associated with the preparation of BLA and MAA submissions for AMT-130 in the United States and the United Kingdom, respectively.

Temporal lobe epilepsy (AMT-260)

In the six months ended June 30, 2026 and June 30, 2025, we incurred costs related to the development of AMT-260 of $7.0 million and $4.0 million, respectively. The current period included costs of $6.3 million related to clinical trials and $0.5 million related to CMC development, compared to $3.3 million and $0.7 million, respectively, in the prior year period.

Fabry disease (AMT-191)

In the six months ended June 30, 2026 and June 30, 2025, we incurred costs related to the development of AMT-191 of $3.7 million and $3.4 million, respectively. These costs primarily related to the Phase I/II trial.

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

In the six months ended June 30, 2026 and June 30, 2025, we incurred costs related to the development of AMT-162 of $3.4 million and $2.9 million, respectively. These costs primarily related to the Phase I/II trial.

Preclinical programs & platform development

In the six months ended June 30, 2026 and June 30, 2025, we incurred costs related to research and technology projects of $3.0 million and $1.7 million, respectively.

Other research & development expenses

- We incurred $18.2 million in personnel and contractor-related expenses in the six months ended June 30, 2026, compared to $19.7 million for the same period in 2025. The decrease of $1.5 million was primarily due to lower personnel-related expenses in the current year period;
- We incurred $6.0 million in operating and depreciation expenses related to our leased facilities in Amsterdam and Lexington, Massachusetts in the six months ended June 30, 2026 compared to $8.4 million in the same period in 2025. The decrease of $2.4 million was primarily driven by a revision to the estimated useful lives of certain assets, resulting in higher depreciation recognized during the prior year period;
- We incurred $3.9 million in share-based compensation expenses in the six months ended June 30, 2026, compared to $5.2 million for the same period in 2025. The decrease of $1.3 million was primarily driven by lower costs related to performance stock units during the current year period;
- We incurred a $0.1 million gain related to a decrease in the fair value of contingent consideration associated with the acquisition of uniQure France SAS in the six months ended June 30, 2026, compared to a $3.5 million loss for the same period in 2025. The $3.6 million favorable change was primarily driven by movements in the discount rate and the timing of future milestone achievements; and
- We incurred $1.7 million of other expenses for the six months ended June 30, 2026, compared to $2.6 million for the same period in 2025.

Selling, general and administrative expenses

Selling, general and administrative expenses for the six months ended June 30, 2026 were $37.4 million, compared to $24.4 million for the same period in 2025.

	Six months ended June 30,		
	2026	2025	2026 vs 2025
		(in thousands)	
Employee and contractor-related expenses	$ 18,733	$ 10,882	$ 7,851
Share-based compensation expense	6,241	4,273	1,968
Professional fees	5,247	5,331	(84)
Intellectual property fees	1,855	564	1,291
Information technology costs	909	474	435
Depreciation and facility costs	845	958	(113)
Other expenses	3,605	1,926	1,679
Total selling, general and administrative expenses	**$ 37,435**	**$ 24,408**	**$ 13,027**

- We incurred $18.7 million in personnel and contractor-related expenses in the six months ended June 30, 2026, compared to $10.9 million in the same period in 2025. The $7.8 million increase was primarily driven by higher headcount following employee recruitment in the second half of 2025 to support the potential commercial launches of AMT-130;
- We incurred $5.2 million in professional fees in the six months ended June 30, 2026 compared to $5.3 million in the same period in 2025;
- We incurred $6.2 million in share-based compensation expenses in the six months ended June 30, 2026, compared to $4.3 million in the same period in 2025. The $1.9 million increase was primarily driven by the higher fair value of awards outstanding during the current year period, in comparison with the prior period;
- We incurred $1.9 million in intellectual property fees in the six months ended June 30, 2026 compared to $0.6 million in the same period in 2025. The $1.3 million increase was primarily driven by higher registration and professional fees; and
- We incurred $3.6 million in other expenses in the six months ended June 30, 2026, compared to $1.9 million in the same period in 2025.

Other income and expense

	Six months ended June 30,		
	2026	2025	2026 vs 2025
		(in thousands)	
Research and development grants from Dutch authorities	2,122	3,111	(989)
Sublease income, net	606	371	235
Sale of critical reagents to Genezen	$ —	$ 6,000	$ (6,000)
Supply of HEMGENIX® to CSL Behring	(8,880)	(3,256)	(5,624)
Other income, net	(30)	533	(563)
Total other items, net	**$ (6,182)**	**$ 6,759**	**$ (12,941)**

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

Other non-operating items, net

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

	Six months ended June 30,		
	2026	2025 (in thousands)	2026 vs 2025
Interest income	$ 10,280	$ 7,651	$ 2,629
Interest expense - Royalty Financing Agreement	(25,584)	(27,079)	1,495
Interest expense - Hercules loan facility	(2,814)	(3,621)	807
Foreign currency (losses) / gains, net	(4,024)	25,810	(29,834)
Changes in fair value of liability related to pre-funded warrants	(12,201)	—	(12,201)
Total Other non-operating items, net	**$ (34,342)**	**$ 2,761**	**$ (37,103)**

We recognize interest income associated with our cash and cash equivalents and investment securities. We recognized $10.3 million in interest income in the six months ended June 30, 2026, compared to $7.7 million in the same period in 2025. The $2.6 million increase was primarily due to higher average balances of investment securities held during the current year period, compared to the prior year period.

We recognized interest expense related to the Hercules loan facility of $2.8 million in the six months ended June 30, 2026, compared to $3.6 million in the same period in 2025. The $0.8 million decrease was primarily due to more favorable terms following the amendment of the facility in September 2025, as well as a decrease in market interest rates.

We recognized a net foreign currency loss of $4.0 million in the six months ended June 30, 2026, compared to a net gain of $25.8 million in the same period in 2025. The foreign currency movements related to our borrowings from Hercules, the Royalty Financing Agreement, cash and cash equivalents, investment securities, and intercompany loans within the uniQure group.

Income tax expense

We recognized $2.3 million of deferred tax expense in the six months ended June 30, 2026, compared to $0.9 million in the same period in 2025.

Financial Position, Liquidity and Capital Resources

As of June 30, 2026, we had cash and cash equivalents, restricted cash and investment securities of $811.9 million. We believe these resources will be sufficient to fund our projected operating expenses into 2030, including costs associated with the commercial launches and confirmatory study of AMT-130, ongoing clinical trials of AMT-130, AMT-191 and AMT-260, and potential investments to advance certain pipeline candidates into late stage development. The amount and timing of our actual expenditures may vary significantly depending on the commencement and design of any new clinical studies that we may conduct. We have based our estimate on assumptions that may prove to be wrong, and we could exhaust our available capital resources sooner than we expect, and as such, we may require additional funding.

This includes up to $100.0 million in additional availability under our Hercules senior secured term loan facility, which becomes accessible upon BLA approval for AMT-130 prior to September 30, 2027, subject to confirmatory trial requirements remaining on track. Additional funding could also include a combination of public equity offerings, collaborations, strategic alliances, licensing arrangements or marketing and distribution arrangements, which may not be possible. If adequate funds are not available to us on acceptable terms when we need them, we may be unable to pursue further development of our clinical product candidates.

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

Debt

As of June 30, 2026, we had an outstanding loan amount owed to Hercules for an aggregate principal amount of $50.0 million. The loan has an interest-only period until October 1, 2028 and we are contractually required to repay the $50.0 million in equal installments between October 1, 2028 and October 1, 2030. The interest-only period will be extended to October 1, 2029 if the BLA for AMT-130 is approved prior to October 1, 2028. The interest-only period will be further extended to October 1, 2030 if certain commercial milestones are met prior to March 31, 2029. Future contractual interest payments (assuming repayments commence on October 1, 2028) associated with the loan are $19.5 million, with $5.4 million payable within the next 12 months.

Leases

We have entered into lease arrangements for facilities, including corporate, laboratories and office space. As of June 30, 2026, we had fixed lease payment obligations of $22.9 million, with $5.2 million payable within the next 12 months. Following the closing of the Lexington Transaction, we assigned our lease for our prior manufacturing facility in Lexington, MA to Genezen. As of June 30, 2026, we remain obligated under a guarantee of lease payments of $14.0 million, with the maximum potential exposure under the guarantee decreasing over the remaining lease term through May 2029.

Commitments related to uniQure France SAS acquisition (nominal amounts)

In connection with our acquisition of uniQure France SAS, we entered into commitments to make payments to the former shareholders upon the achievement of certain contractually defined milestones. The commitments include payments related to post-acquisition services that we agreed to as part of the transaction. As of June 30, 2026, our remaining commitment amounts include EUR 160.0 million ($182.3 million) in potential milestone payments associated with Phase III development and the approval of AMT-260 in the U.S. and European Union. The timing of achieving these milestones and consequently the timing of payments, as well as whether the milestones will be achieved at all, is generally uncertain. These payments are owed in euro and have been translated at the foreign exchange rate as of June 30, 2026 of $1.14/€1.00. As of June 30, 2026, we expect these obligations will become payable between 2030 and 2034. If and when due, up to 25% of the milestone payments can be settled with our ordinary shares.

Commitments related to licensors and financial advisors

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

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

	Six months ended June 30,	
	2026	2025
	(in thousands)	
Cash, cash equivalents and restricted cash at the beginning of the period	$ 81,801	$ 160,329
Net cash used in operating activities	(66,819)	(83,995)
Net cash generated from investing activities	151,819	93,172
Net cash generated from financing activities	249,666	80,714
Foreign exchange impact	(1,906)	5,052
Cash, cash equivalents and restricted cash at the end of period	**$ 414,561**	**$ 255,272**

We have previously incurred losses and cumulative negative cash flows from operations since our business was founded by our predecessor entity AMT Therapeutics Holding N.V. in 1998, with the exception of generating income in 2021 after receiving the upfront payment upon closing of the CSL Behring Agreement. We continued to incur losses in the current period. We recorded a net loss of $81.1 million and $134.6 million in the three and six months ended June 30, 2026, compared to a net loss of $37.7 million and $81.4 million during the same period in 2025. As of June 30, 2026, we had an accumulated deficit of $1,463.5 million.

Sources of liquidity

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

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

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

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

Net cash used in operating activities

Net cash used in operating activities was $66.8 million for the six months ended June 30, 2026 and consisted of a net loss of $134.6 million, adjusted for non-cash items including depreciation and amortization expense of $7.9 million, amortization of the discount on investment securities of $7.9 million, share-based compensation expense of $10.1 million, $17.4 million of interest expense net of interest paid related the Royalty Financing Agreement, a change in deferred taxes of $2.3 million, changes in the fair value of contingent consideration of $0.1 million, changes in the fair value of the liability related to pre-funded warrants of $12.2 million and unrealized foreign exchange losses of $8.3 million. Net cash used in operating activities also included favorable changes in operating assets and liabilities of $20.0 million. There was a net decrease in accounts receivable, accrued income, prepaid expenses, and other current assets and receivables of $8.8 million. There was a net increase in accounts payable, accrued expenses, and operating leases of $11.1 million.

Net cash used in operating activities was $84.0 million for the six months ended June 30, 2025 and consisted of net loss of $81.4 million adjusted for non-cash items, including depreciation and amortization expense of $8.2 million, amortization of the discount on investment securities of $4.2 million, share-based compensation expense of $9.5 million, $20.6 million of interest expense net of interest paid related the Royalty Financing Agreement, a change in deferred taxes of $0.9 million, changes in the fair value of contingent consideration of $3.5 million, and unrealized foreign exchange gains of $25.2 million. Net cash used in operating activities also included unfavorable changes in operating assets and liabilities of $12.3 million. There was a net increase in accounts receivable, prepaid expenses, and other current assets and receivables of $6.8 million. There was a net decrease in accounts payable, accrued expenses, other liabilities, and operating leases of $5.6 million.

Net cash generated from investing activities

In the six months ended June 30, 2026, we generated $151.8 million from our investing activities compared to $93.2 million generated during the same period in 2025.

	Six months ended June 30,	
	2026	2025
	(in thousands)	
Cash flows from investing activities		
Proceeds from maturity of debt securities	$ 384,981	$ 213,763
Investment in debt securities	(232,550)	(120,205)
Capital expenditures	(612)	(386)
Net cash generated from investing activities	**$ 151,819**	**$ 93,172**

Net cash generated from financing activities

In the six months ended June 30, 2026, net cash generated from financing activities was $249.7 million, compared to net cash generated from financing activities of $80.7 million in the same period in 2025.

	Six months ended June 30,			
	2026		2025	
	(in thousands)			
Cash flows from financing activities				
Proceeds from follow-on public offering of ordinary shares, net of issuance costs	$	242,681	$	80,511
Proceeds from issuance of ordinary shares related to employee stock options and purchase plans		6,985		203
Net cash generated from financing activities	**$**	**249,666**	**$**	**80,714**

Funding requirements

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

- activities to prepare for the potential commercialization of AMT-130 for Huntington's disease;
- investments required to support the MAAs of AMT-130 or generate confirmatory evidence in conjunction with obtaining accelerated approval;
- investments in the late stage development of AMT-191 and AMT-260;
- earnout payments we might owe the former shareholders of uniQure France SAS, which are subject to achieving specific development and regulatory milestones;
- contractual milestone payments and royalties we might be owed in accordance with the CSL Behring Agreement;
- the scope, timing, results, and costs of our current and planned clinical trials;
- the scope, obligations and restrictions on our business related to our existing equity, debt or royalty monetization financings and underlying agreements;
- the extent to which we acquire or in-license other businesses, products, product candidates or technologies;
- the scope, timing, results and costs of preclinical development and laboratory testing of our additional product candidates;
- the need for additional resources and related recruitment costs to support the preclinical and clinical development of our product candidates;
- the need for any additional tests, studies, or trials beyond those originally anticipated to confirm the safety or efficacy of our product candidates and technologies;
- the cost, timing and outcome of regulatory reviews associated with our product candidates;
- our ability to enter into collaboration arrangements in the future; and
- the costs and timing of preparing, filing, expanding, acquiring, licensing, maintaining, enforcing, and prosecuting patents and patent applications, as well as defending any intellectual property-related claims.

Item 3. Quantitative and Qualitative Disclosures about Market Risk

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

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

Item 4. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

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

Changes in Internal Control over Financial Reporting

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

Part II – OTHER INFORMATION

Item 1. Legal Proceedings

On February 10, 2026, a class action complaint captioned *Christopher Scocco v. uniQure N.V., et al.*, Case No. 1:26-cv-01124, was filed against us, certain of our executive officers and another party (collectively, "Defendants") in the United States District Court for the Southern District of New York. The complaint purported to assert claims pursuant to Sections 10(b) and 20(a) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and Rule 10b-5 promulgated thereunder, on behalf of a putative class of investors who purchased or otherwise acquired our ordinary shares between September 24, 2025 and October 31, 2025 (the "putative Class Period"). The plaintiff sought to recover damages allegedly caused by purported false and misleading statements and omissions with respect to our Phase I/II study of AMT-130 and the timing of the potential BLA filing for AMT-130.

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

On July 15, 2026, the Lead Plaintiff filed an amended complaint. Like the earlier-filed complaint, the amended complaint purports to assert claims pursuant to Sections 10(b) and 20(a) of the Exchange Act and Rule 10b-5, on behalf of a putative class of investors who purchased or otherwise acquired our ordinary shares during the putative Class Period. Lead Plaintiff seeks unspecified damages allegedly caused by purported false and misleading statements and omissions with respect to the import and viability of data from our Phase I/II study of AMT-130 and available pathways to regulatory approval. Defendants' motion to dismiss the amended complaint is currently due September 14, 2026. Management intends to vigorously defend against the claims in this action.

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

Item 1A. Risk Factors

For a discussion of our risks, please see “Item 1A. Risk Factors” in our Annual Report on Form 10-K for the year ended December 31, 2025. The information presented below updates, and should be read in conjunction with, the risk factors disclosed in our Annual Report on Form 10-K for the year ended December 31, 2025. Except as presented below, there have been no material changes from the risk factors described in our Annual Report on Form 10-K for the year ended December 31, 2025.

We are dependent on the success of our lead clinical product candidate, AMT-130, for the treatment of Huntington’s disease. A failure of AMT-130 in clinical development, including inability to demonstrate sufficient safety or efficacy, or challenges associated with its regulatory approval, manufacturing or commercialization could adversely affect our business.

We have invested a significant portion of our development efforts and financial resources in the development of our lead clinical product candidate, AMT-130 for the treatment of Huntington’s disease.

In June 2026, we held a Type B meeting with the FDA. Official meeting minutes received in July 2026 confirmed that we and the FDA reached alignment that a BLA submission under the accelerated approval pathway for AMT-130, based on the existing clinical data, is reasonable. In addition, the FDA seeks to align on the confirmatory study design prior to the BLA submission, including consideration of a randomized standard-of-care control design instead of a sham procedure. The FDA also stated that, in accordance with the FDA’s draft public guidance for accelerated approvals, the confirmatory study should be feasible to conduct within a reasonable timeline and be well underway, and potentially fully enrolled, at the time of accelerated approval. We expect to submit a BLA in the third quarter of 2026. We can provide no assurance that we will align with the FDA on a confirmatory study design or that our BLA will be accepted for review or, if accepted, that our BLA will result in approval of AMT-130 in Huntington’s disease by the FDA, or that the FDA will agree that we have met the FDA’s requirements for our confirmatory study at the time of the BLA action date.

In March 2026, we held a successful pre-submission meeting with the UK MHRA, and the regulatory submission is progressing as planned for the third quarter of 2026. We can provide no assurance that any such submission will result in approval of AMT-130 in the UK.

There are numerous other factors that could impede or otherwise negatively impact our further development of AMT-130, including, but not limited to: our inability to reach agreement with the FDA on the design of a confirmatory study prior to a BLA submission; potential patient safety issues; our failure to demonstrate sufficient clinical efficacy or durability of response data to warrant further development or approval by the FDA, MHRA or any other regulatory authority; shifting regulatory standards for approval; our current beliefs regarding the further development of and approval pathway for AMT-130, which are based on our interpretation of communications and interactions with regulatory authorities to date, and the success of our efforts to address such communications and interactions; the results from future interim or topline data analyses and readouts from our ongoing Phase I/II trials, including as additional patient data becomes available; any requirement for additional studies to obtain approval, including a confirmatory study; our ability to fund and enroll a confirmatory study, including engaging sites that may be needed to enroll participants in a confirmatory study; the timing, cost and resources associated with our planned marketing applications; our ability to successfully commercialize AMT-130 should we choose to do so without a partner; challenges with potential development or commercial partners, should we choose to pursue further development or commercialization of AMT-130 with a partner; and our ability to fund the further development and commercialization of the AMT-130 program.

Any one or combination of these factors could force us to halt or discontinue the ongoing clinical trials of AMT-130 or related commercialization efforts or could prevent us from obtaining marketing approval within the predicted timeframes or at all. Certain of these risks are heightened in the context of drug development for rare diseases like Huntington’s disease and novel investigational products like gene therapies in which non-traditional study designs may be utilized to demonstrate efficacy and safety, including open-label studies, single arm studies, studies utilizing active comparators or natural history data, biomarkers or other forms of surrogate endpoints, which may be utilized due to the challenges inherent in designing and conducting clinical trials for severe diseases that progress slowly and that affect small patient populations.

The FDA has broad discretion with regard to licensure, including through the Accelerated Approval Program, and even if we believe that the Accelerated Approval Program is appropriate for AMT-130, the FDA may require additional studies and trials beyond those that we currently contemplate. Furthermore, even if the FDA reviews a BLA seeking approval, including accelerated approval, there can be no assurance that licensure will be granted on a timely basis, or at all. The FDA may disagree that the design of, or results from, our studies and statistical analysis plan ("SAP") support accelerated approval. Additionally, the FDA may require us to conduct further studies or trials prior to granting licensure of any type, including by determining that licensure through the Accelerated Approval Program is not appropriate and that our clinical trials and SAP for AMT-130 may not be used to support licensure through the conventional pathway. We might not be able to fulfill the FDA's requirements in a timely manner, which would cause delays, or licensure might not be granted because our submission is deemed incomplete by the FDA. Furthermore, the feedback or requests we receive from the FDA, or other non-U.S. regulatory authority, may be difficult or impossible to implement. There also can be no assurance that after subsequent FDA feedback we will continue to pursue licensure, including through the Accelerated Approval Program or otherwise. A failure to obtain licensure for AMT-130 could delay or prevent our ability to launch and commercialize AMT-130 in the U.S., could result in a longer time period to pursue licensure of our other clinical product candidates or increase the cost of development of our other clinical product candidates, and could significantly harm our financial position and competitive position in the marketplace.

We cannot be certain that AMT-130, or any of our clinical product candidates, will be successful in clinical trials or ultimately receive regulatory approval. If we were required, or if we chose, to discontinue development of AMT-130 or any other current or future product candidate, or if any of them were to fail to receive regulatory approval or achieve sufficient market acceptance, we could be prevented from or significantly delayed in achieving profitability and our business would be adversely affected.

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

None.

Item 3. Defaults Upon Senior Securities

None.

Item 4. Mine Safety Disclosures

Not applicable.

Item 5. Other Information

Entry into a Material Definitive Agreement

On July 27, 2026, we and certain of our affiliates entered into Amendment No. 4 to Third Amended and Restated Loan and Security Agreement (the "Amendment") with Hercules, which amended certain terms of the Third Amended and Restated Loan and Security Agreement, dated December 15, 2021 by and among us, certain of our subsidiaries, and Hercules, as amended by that certain Amendment No. 1 to Third Amended and Restated Loan and Security Agreement, dated as of May 12, 2023, Consent and Amendment No. 2 to Third Amended and Restated Loan and Security Agreement, dated as of June 28, 2024, and Amendment No. 3 to Third Amended and Restated Loan and Security Agreement.

The Amendment, among other things, extends the period we can draw the $100.0 million term loan tranche from June 15, 2027 to September 30, 2027. Except as provided for in the amendment, the terms of borrowing under the 2026 Amended Facility otherwise remain unchanged.

The foregoing description of the Amendment does not purport to be complete and is qualified in its entirety by reference to the full text of the Amendment, a copy of which is filed as Exhibit 10.2 hereto and is incorporated herein by reference.

Adoption of 10b5-1 Trading Plans by Our Officers and Directors

During the three months ended June 30, 2026, the following adopted a "Rule 10b5-1 trading arrangement" (as defined in Item 408(a) of Regulation S-K) that is intended to satisfy the affirmative defense of Rule 10b5-1(c) under the Exchange Act and our policies on insider trading:

Name & Title	**Date Adopted[(1)]**	**Aggregate Number of Ordinary Shares to be Purchased or Sold Pursuant to Trading Arrangement**	**Expiration Date[(2)]**
David Meek, Non-executive Director	May 26, 2026	25,860	December 18, 2026

(1) Date of adoption of this Rule 10b5-1 trading arrangement is in accordance with applicable SEC rules and regulations. The first trade pursuant to this Rule 10b5-1 trading arrangement will be, in accordance with applicable SEC rules and regulations, on a date after the date of adoption of the Rule 10b5-1 trading arrangement, to the extent triggered under its terms.

(2) The Rule 10b5-1 trading arrangement is scheduled to expire on the date listed in the table, subject to earlier termination upon the sale of all shares subject to the Rule 10b5-1 trading arrangement, or as otherwise provided in the Rule 10b5-1 trading arrangement.

Other than those disclosed above, none of our directors or officers adopted, modified, or terminated a "Rule 10b5-1 trading arrangement" or "non-Rule 10b5-1 trading arrangement," in each case as defined in Item 408 of Regulation S-K, during the three months ended June 30, 2026.

Item 6. Exhibits

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

EXHIBIT INDEX

3.1	Amended Articles of Association of uniQure N.V. (incorporated by reference to Exhibit 3.1 of the Company's Current Report on Form 8-K (file no. 001-36294) filed with the SEC on June 15, 2026).
10.1	Amended and Restated 2014 Share Incentive Plan of uniQure N.V. (incorporated by reference to Exhibit 10.1 of the Company's Current Report on Form 8-K (file no. 001-36294) filed with the SEC on June 15, 2026).
10.2*+	Amendment No. 4 to Third Amended and Restated Loan and Security Agreement, dated July 27, 2026, by and among uniQure biopharma, B.V., uniQure, Inc., uniQure IP B.V., uniQure N.V. and Hercules Capital, Inc.
31.1*	Certification of Chief Executive Officer pursuant to Rule 13a-14(a) or 15d-14(a) of the Securities and Exchange Act of 1934, as amended, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2*	Certification of Chief Financial Officer pursuant to Rule 13a-14(a) or 15d-14(a) of the Securities and Exchange Act of 1934, as amended, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1±	Certification of Principal Executive Officer and Principal Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101*	The following financial information from our Quarterly Report on Form 10-Q for the period ended June 30, 2026, filed with the Securities and Exchange Commission on July 29, 2026, is formatted in Inline Extensible Business Reporting Language ("iXBRL"): (i) Consolidated Balance Sheets; (ii) Consolidated Statements of Operations and Comprehensive Loss; (iii) Consolidated Statements of Shareholders' Equity; (iv) Consolidated Statements of Cash Flows; and (v) Notes to Consolidated Financial Statements (tagged as blocks of text).
104*	The cover page from our Quarterly Report on Form 10-Q for the period ended June 30, 2026, filed with the Securities and Exchange Commission on July 29, 2026, is formatted in Inline Extensible Business Reporting Language ("iXBRL").

*	Filed herewith.
±	Furnished herewith.
+	Portions of this exhibit have been omitted pursuant to Item 601(b)(10)(iv) of Regulation S-K.

SIGNATURE

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

UNIQURE N.V.

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

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

Date: July 29, 2026

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

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

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

Recitals

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

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

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

Agreement

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

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

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

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

2. **Borrower's Representations And Warranties**. Borrower represents and warrants that:

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

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

2.3. [Reserved.]

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

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

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

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

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

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

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

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

6. **Release**. In consideration of the agreements of Agent and each Lender contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower, on behalf of itself and its successors, assigns, and other legal representatives, hereby to the extent possible under applicable law fully, absolutely, unconditionally and irrevocably releases, remises and forever discharges Agent and each Lender, and its successors and assigns, and its present and former shareholders, affiliates, subsidiaries, divisions, predecessors, directors, officers, attorneys, employees, agents and other representatives (Agent, Lenders and all such other persons being hereinafter referred to collectively as the "**Releasees**" and individually as a "**Releasee**"), of and from all demands, actions, causes of action, suits, covenants, contracts, controversies, agreements, promises, sums of money, accounts, bills, reckonings, damages and any and all other claims, counterclaims, defenses, rights of set-off, demands and liabilities whatsoever of every name and nature, known or unknown, suspected or unsuspected, both at law and in equity, which Borrower, or any of its successors, assigns, or other legal representatives may now or hereafter own, hold, have or claim to have against the Releasees or any of them for, upon, or by reason of any circumstance, action, cause or thing whatsoever which arises at any time on or prior to the day and date of this Amendment, for or on account of, or in relation to, or in any way in connection with the Loan Agreement, or any of the other Loan Documents or transactions thereunder or related thereto. Borrower understands, acknowledges and agrees that the release set forth above may be pleaded as a full and complete defense and may be used as a basis for an injunction against any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of the provisions of such release. Borrower agrees that no fact, event, circumstance, evidence or transaction which could now be asserted or which may hereafter be discovered shall affect in any manner the final, absolute and unconditional nature of the release set forth above.

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

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

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

10. **Loan Documents**. This Amendment shall constitute a Loan Document.

[*Remainder of this page intentionally left blank*]

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

BORROWERS:

UNIQURE BIOPHARMA B.V.

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

UNIQURE, INC.

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

OBLIGORS:

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

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

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

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

Accepted in San Mateo, California:

AGENT:

HERCULES CAPITAL, INC.

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

LENDER:

HERCULES CAPITAL, INC.

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

HERCULES PRIVATE CREDIT FUND 1 L.P.

By: Hercules Adviser LLC, its Investment Adviser

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

HERCULES PRIVATE GLOBAL VENTURE GROWTH FUND I L.P.

By: Hercules Adviser LLC, its Investment Adviser

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

HERCULES VENTURE GROWTH CREDIT OPPORTUNITIES FUND 1 L.P.

By: Hercules Adviser LLC, its Investment Adviser

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

HERCULES GROWTH LENDING FUND IV LP

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

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

UNIQURE

THIRD AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT

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

RECITALS

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

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

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

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

SECTION 1. DEFINITIONS AND RULES OF CONSTRUCTION

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

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

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

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

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

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

"**2025 Tranche 2 Facility Charge**" means three quarters of one percent (0.75%) of each Tranche 2 Advance, which is payable to the Lenders on each applicable Advance Date pursuant to Section 4.3(d).

"**2025 Tranche 3 Facility Charge**" means three quarters of one percent (0.75%) of the Tranche 3 Advance, which is payable to the Lenders on the applicable Advance Date pursuant to Section 4.3(e).

"**Account Control Agreement(s)**" means any agreement entered into by and among Agent, Borrower and a third party bank or other institution (including a Securities Intermediary) in which Borrower maintains a Deposit Account or an account holding Investment Property and which grants Agent a perfected first priority security interest in the subject account or accounts.

“**Accounting Standards**” means accounting principles used by uniQure Holdings in the preparation of its consolidated financial statements for U.S. Securities Exchange Commission filings, e.g., GAAP.

“**ACH Authorization**” means the ACH Debit Authorization Agreement in substantially the form of Exhibit H.

“**Advance Date**” means the funding date of a Term Loan Advance.

“**Advance Request**” means a request for a Term Loan Advance submitted by a Borrower to Lender in substantially the form of Exhibit A.

“**Affiliate**” means (a) any Person that directly or indirectly controls, is controlled by, or is under common control with the Person in question, (b) any Person directly or indirectly owning, controlling or holding with power to vote twenty percent (20%) or more of the outstanding voting securities of another Person, (c) any Person twenty percent (20%) or more of whose outstanding voting securities are directly or indirectly owned, controlled or held by another Person with power to vote such securities, or (d) any Person related by blood or marriage to any Person described in subsection (a), (b) or (c) of this paragraph. As used in the definition of “Affiliate,” the term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

“**Agreement**” has the meaning given to it in the preamble to this Agreement.

“**Amendment No. 3**” means Amendment No. 3 to Third Amended and Restated Loan and Security Agreement, dated as of September 22, 2025, by and among the Obligors, Agent and the several banks and other financial institutions or entities from time to time parties thereto.

“**Amortization Date**” means October 1, 2028; provided however, that (a) if the Tranche 2 Milestone has occurred prior to October 1, 2028, then Amortization Date shall mean October 1, 2029, and (b) if (i) the Tranche 2 Milestone has occurred **prior to October 1, 2028** and (ii) either Commercial Milestone 1 or Commercial Milestone 2 has occurred, then Amortization Date shall mean October 1, 2030.

“**Approval Milestone**” means the satisfaction of each of the following events: (a) no Default or Event of Default shall have occurred and be continuing, and (b) receipt by the Agent of evidence satisfactory to Agent (in consultation with Borrower) that the FDA has approved (including accelerated approval) Borrower’s Biologics License Application for AMT-130 for the treatment of Huntington’s disease with a label claim that is generally consistent with that sought in such Biologics License Application filing and which supports the target product profile, and for which the confirmatory trials to the extent and in the manner required to support a full approval submission (if applicable) remain ongoing or are being planned in consultation with the FDA, provided that Borrower may begin commercializing AMT-130 while such trials are being planned and initiated.

“**Anti-Corruption Laws**” shall mean all laws, rules, and regulations of any jurisdiction applicable to Borrower or any of its Affiliates from time to time concerning or relating to bribery or corruption, including without limitation the United States Foreign Corrupt Practices Act of 1977, as amended, the UK Bribery Act 2010 and other similar legislation in any other jurisdictions.

"**Anti-Terrorism Laws**" means any laws, rules, regulations or orders relating to terrorism or money laundering, including without limitation Executive Order No. 13224 (effective September 24, 2001), the USA PATRIOT Act, the laws comprising or implementing the Bank Secrecy Act, and the laws administered by OFAC.

"**Assignee**" has the meaning given to it in Section 10.12.

"**Biologics License Application**" means a new biologic product drug application in the United States or a new marketing access authorization in the European Union for authorization to market a product, as defined in the applicable laws and regulations and submitted to the relevant authority.

"**Blocked Person**" means any Person: (a) listed in the annex to, or is otherwise subject to the provisions of, Executive Order No. 13224, (b) a Person owned or controlled by, or acting for or on behalf of, any Person that is listed in the annex to, or is otherwise subject to the provisions of, Executive Order No. 13224, (c) a Person with which any Lender is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law, (d) a Person that commits, threatens or conspires to commit or supports "terrorism" as defined in Executive Order No. 13224, or (e) a Person that is named a "specially designated national" or "blocked person" on the most current list published by OFAC or other similar list.

"**Board**" means the supervisory board or the single board of directors of uniQure Holdings in place from time to time.

"**Borrower Products**" means all products, software, service offerings, technical data or technology currently being designed, manufactured or sold by Borrower or which Borrower intends to sell, license, or distribute in the future including any products or service offerings under development, collectively, together with all products, software, service offerings, technical data or technology that have been sold, licensed or distributed by Borrower since its incorporation.

"**Business Day**" is any day other than a Saturday or Sunday, a day on which Lender is closed or a day on which banks are closed for general business in the Netherlands.

"**Cash**" means all cash, cash equivalents and liquid funds, in each case excluding any Digital Assets.

"**Change in Control**" means any (i) reorganization, recapitalization, consolidation or merger (or similar transaction or series of related transactions) of uniQure Holdings or Borrower sale or exchange of outstanding shares (or similar transaction or series of related transactions) of uniQure Holdings' or Borrower's outstanding shares immediately before consummation of such transaction or series of related transactions do not, immediately after consummation of such transaction or series of related transactions, retain shares representing more than fifty percent (50%) of the voting power of the surviving entity of such transaction or series of related transactions (or the parent of such surviving entity if such surviving entity is wholly owned by such parent), in each case without regard to whether uniQure Holdings or Borrower is the surviving entity, or (ii) sale or issuance by uniQure Holdings or Borrower of new shares of Preferred Securities of uniQure Holdings or Borrower to investors, none of whom are current investors in uniQure Holdings or Borrower, and such new Preferred Securities are senior to all existing Preferred Securities and ordinary shares or common stock of uniQure Holdings or Borrower, as applicable, with respect to liquidation preferences, and the aggregate liquidation preference of such new Preferred Securities is more than fifty percent (50%) of the aggregate liquidation preference of all shares of Preferred Securities of uniQure Holdings or Borrower, as applicable.

"**Collateral**" means the property described in Section 3.

"**Collateral Documents**" means the security documents described in Section 3.

"**Commercial Milestone 1**" means the satisfaction of each of the following events: (a) no Default or Event of Default shall have occurred and be continuing and (b) on or before ~~September 30~~December 31, 2028, and as evidenced by the Financial Statements delivered pursuant to Section 7.1(a), Borrower has achieved at least Fifty Million Dollars ($50,000,000) in Net Product Revenue during the consecutive period of six (6) calendar months ended on the last day of such tested month covered by such Financial Statements.

"**Commercial Milestone 2**" means the satisfaction of each of the following events: (a) no Default or Event of Default shall have occurred and be continuing and (b) on or before ~~December 31, 2028~~March 31, 2029, Borrower has achieved at least One Hundred Fifty Million Dollars ($150,000,000) in cumulative Net Product Revenue as evidenced through Financial Statements delivered pursuant to Section 7.1(a).

"**Commercial Revenue Forecast**" means Board-approved financial projections of the Borrower delivered to Lender in writing prior to the 2025 Closing Date, which may be updated from time to time thereafter, in all cases, in form and substance reasonably acceptable to Agent.

"**Confidential Information**" has the meaning given to it in Section 10.11.

"**Consent and Amendment No. 2 Effective Date**" means June 28, 2024.

"**Contingent Obligation**" means, as applied to any Person, any direct or indirect liability, contingent or otherwise, of that Person with respect to (i) any indebtedness, lease, dividend, letter of credit or other obligation of another, including any such obligation directly or indirectly guaranteed, endorsed, co-made or discounted or sold with recourse by that Person, or in respect of which that Person is otherwise directly or indirectly liable; (ii) any obligations with respect to undrawn letters of credit, corporate credit cards or merchant services issued for the account of that Person; and (iii) all obligations arising under any interest rate, currency or commodity swap agreement, interest rate cap agreement, interest rate collar agreement, or other agreement or arrangement designated to protect a Person against fluctuation in interest rates, currency exchange rates or commodity prices; provided, however, that the term "Contingent Obligation" shall not include endorsements for collection or deposit in the ordinary course of business. The amount of any Contingent Obligation shall be deemed to be an amount equal to the stated or determined amount of the primary obligation in respect of which such Contingent Obligation is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by such Person in good faith; provided, however, that such amount shall not in any event exceed the maximum amount of the obligations under the guarantee or other support arrangement.

"**continuing**" means, with respect to an Event of Default, an Event of Default that has not been remedied or waived.

"**Copyright License**" means any written agreement granting any right to use any Copyright or Copyright registration, now owned or hereafter acquired by Borrower or in which Borrower now holds or hereafter acquires any interest.

"**Copyrights**" means all copyrights, whether registered or unregistered, held by the Borrower pursuant to the laws of the Netherlands, or of any other country.

"**Corlieve AG**" means Corlieve Therapeutics AG, a company limited by shares (*aktiengesellschaft)* organized under the laws of Switzerland, it being understood, consented to, and agreed that as of the 2025 Closing Date, such entity is expected to undergo a legal entity conversion and name change to become uniQure Switzerland GmbH, a limited liability company (*gesellschaft mit berschrankter haftung*) organized under the laws of Switzerland.

"**Corlieve Closing Date**" means the "Closing Date" as defined in the Corlieve Sale and Purchase Agreement.

"**Corlieve Operating Accounts**" means one or more Deposit Accounts in France or Switzerland maintained in the name of uniQure France or Corlieve AG, provided that (a) the aggregate amount on deposit in such Deposit Accounts shall at no time be permitted to exceed €2,500,000 (or the equivalent amount thereof in US Dollars), and (b) amounts on deposit in such Deposit Accounts shall only be used for research and development of the acquired Product (as defined in the Corlieve Sale and Purchase Agreement) and related activities or to make such payments in the ordinary course of business as are required to comply with applicable laws and regulations, including (for the avoidance of doubt) payment of taxes.

"**Corlieve Sale and Purchase Agreement**" means that certain Sale and Purchase Agreement, dated as of June 21, 2021, by and among uniQure Holdings, each of the shareholders of uniQure France party thereto and the holder representative thereunder, as in effect as of July 30, 2021.

"**CSL Licenses**" is defined in the definition of "Permitted Liens".

"**Deposit Accounts**" means any "deposit accounts," including any checking account, savings account, or certificate of deposit and any deposit account as defined in the UCC.

"**Digital Assets**" means all cryptocurrencies, virtual currencies, coins, tokens and other digital assets.

"**Equity Interests**" means, with respect to any Person, the capital stock, partnership or limited liability company interest, or other equity securities or equity ownership interests of such Person.

"**Event of Default**" has the meaning given to it in Section 8.

"Excluded Accounts" means any of the following Deposit Accounts which are designated as such as of the Closing Date on Exhibit E hereto or, with respect to any Deposit Account opened after the Closing Date, in the next Compliance Certificate delivered after such Deposit Account is opened: (a) Deposit Accounts exclusively used for payroll, payroll taxes, and other employee wage and benefit payments to or for the benefit of Borrower's employees holding an aggregate amount across all such accounts of not more than amounts needed for the then-next two (2) payroll cycles, (b) any Deposit Account which is a zero-balance disbursement account, including (i) the Deposit Account established at Bank of America in the name of uniQure Bio as further described in Exhibit E as of the date hereof as "Royalty Payment DACA Account " and solely to the extent maintained to facilitate the payment of royalty receivables pursuant to the HCRx Transaction (as defined in Amendment No. 1) and (ii) each of the bond investment transfer accounts established at Rabobank in the name of uniQure Bio, as further described in Exhibit E as of the date hereof as a "Bond investment transfer account" and solely to the extent the funds deposited therein are used solely for the purpose of imminently purchasing bonds or similar investments permitted hereunder, (c) any Deposit Account which is solely used as a trust account, escrow account, or other fiduciary account, ~~and~~ (d) the Deposit Account in the name of US Borrower established at Bank of America as further described in Exhibit E as of the date hereof as "Lease Security Deposit Collateral" and solely to the extent maintained in connection with clause (iv) of "Permitted Liens", **and (e) Deposit Accounts of uniQure UK so long as the amount maintained in such accounts (for all such accounts together) does not exceed £2,500,000 in the aggregate for a period of more than 15 consecutive Business Days**.

"**Executive Order No. 13224**" means Executive Order 13224 signed by the President of the United States of America on September 23, 2001.

"**Existing Loan and Security Agreement**" has the meaning set forth in the recitals.

"**Facility Charge**" means $500,000, payable on the Restatement Date upon the advance of the Term Loan on such date.

"**FDA**" means the U.S. Food and Drug Administration or any successor thereto.

"**Financial Statements**" has the meaning given to it in Section 7.1.

"**Financing Milestone**" means the satisfaction of each of the following events: (a) no Default or Event of Default shall have occurred and be continuing and (b) after August 28, 2025 and prior to March 15, 2027, Borrower shall have delivered evidence satisfactory to Agent (in consultation with Borrower) that Borrower has received unrestricted (including not subject to any clawback, redemption, escrow or other similar encumbrance or restriction) net new cash proceeds of at least One Hundred Fifty Million Dollars ($150,000,000) from the issuance of equity, Permitted Convertible Debt, or upfront cash proceeds from new business development deals.

"**GAAP**" means generally accepted accounting principles in the United States of America.

“**Genezen Seller Note**” means that certain Convertible Promissory Note in the principal amount of $12,500,000 issued by Genezen Holdings Inc. on or about the Consent and Amendment No. 2 Effective Date to the US Borrower.

“**Indebtedness**” means indebtedness of any kind, including (a) all indebtedness for borrowed money or the deferred purchase price of property or services (excluding trade credit entered into in the ordinary course of business due within sixty (60) days), including reimbursement and other obligations with respect to surety bonds and letters of credit, (b) all obligations evidenced by notes, bonds, debentures or similar instruments, (c) all capital lease obligations (as such term is understood under GAAP), and (d) all Contingent Obligations.

“**Initial Back End Fee**” shall have the meaning assigned to such term in Section 2.6(a).

“**Insolvency Proceeding**” is any proceeding by or against any Person under the Dutch Bankruptcy Act, or any other bankruptcy or insolvency law, including assignments for the benefit of creditors, compositions, extensions generally with its creditors, or proceedings seeking reorganization, arrangement, or other relief.

“**Intellectual Property**” means any and all intellectual property rights in any country or jurisdiction, including but not limited to all of Borrower’s Copyrights; Trademarks; Patents; Licenses; trade secrets and inventions; mask works, utility models, layout-designs (topographies) of integrated circuits, know-how, industrial designs, neighboring rights, database rights or other rights in compilations of data, trade names, internet domain names, plant variety rights and any and all rights of a similar nature, either (i) now known, contemplated or unforeseen, (ii) having a statutory basis or existing under equity, common law or otherwise, or (iii) registered, deposited, filed or not, and including any and all rights in connection with applications for or rights to apply for or acquire any and all of such rights.

“**Intra-Group Loans**” means the liabilities owed by any Obligor to any other Obligor.

“**Investment**” means any beneficial ownership (including stock, partnership or limited liability company interests) of or in any Person, or any loan, advance or capital contribution to any Person or the acquisition of all, or substantially all, of the assets of another Person,

“**Joinder Agreements**” means for each Subsidiary, a completed and executed Joinder Agreement in substantially the form attached hereto as Exhibit G.

“**Lender**” has the meaning given to it in the preamble to this Agreement.

“**License**” means any Copyright License, Patent License, Trademark License or other license of rights or interests.

“**Lien**” means any mortgage, deed of trust, pledge, hypothecation, assignment for security, security interest, encumbrance, levy, lien or charge of any kind, whether voluntarily incurred or arising by operation of law or otherwise, against any property, any conditional sale or other title retention agreement, and any lease in the nature of a security interest.

“**Loan Documents**” means this Agreement, the Notes (if any), the ACH Authorization, the Account Control Agreements, any reaffirmations, the Joinder Agreements, all UCC Financing Statements, any intellectual property security agreement, and any other documents executed in connection with the Secured Obligations or the transactions contemplated hereby, as the same may from time to time be amended, modified, supplemented or restated.

“**Market Capitalization**” means, for any given date of determination, an amount equal to (a) the volume-weighted average price of uniQure Holdings’ Ordinary Shares on the Principal Stock Exchange as reported for the five (5) Trading Days preceding such date of determination multiplied by (b) the total number of issued and outstanding Ordinary Shares of uniQure Holdings’ that are issued and outstanding on the date of the determination and listed on the Principal Stock Exchange, subject to appropriate adjustment for any stock dividend, stock split, stock combination, reclassification or other similar transaction during the applicable calculation period.

“**Market Disruption Event**” means any of the following events: (a) any suspension of, or limitation imposed on, trading by the Principal Stock Exchange in shares of common Equity Interests during any period or periods aggregating one hour or longer and whether by reason of movements in price exceeding limits permitted by the Principal Stock Exchange or otherwise relating to the common Equity Interests; or (b) the failure to open of the exchange or quotation system on which the common Equity Interests are traded or the closure of such exchange or quotation system prior to its respective scheduled closing time for the regular trading session on such day (without regard to after hours or other trading outside the regular trading session hours).

“**Material Adverse Effect**” means a material adverse effect upon: (i) the business, operations, properties, assets or condition (financial or otherwise) of the Obligors, taken as a whole, other than in and of itself (x) the expenditure of cash in the ordinary course, or (y) adverse results of a preclinical or clinical trial or program or the denial, delay or limitation of approval of, or taking of any other regulatory action by, the United States Food and Drug Administration or any other governmental entity with respect to any biologic product or drug; or (ii) the ability of an Obligor to perform the Secured Obligations when due in accordance with the terms of the Loan Documents, or the ability of Lender to enforce any of its rights or remedies with respect to the Secured Obligations; or (iii) the Collateral or Lender’s Liens on the Collateral or the priority of such Liens.

“**Maximum Rate**” shall have the meaning assigned to such term in Section 2.2.

“**Net Product Revenue**” means the net product revenue of Borrower and its Subsidiaries from the sale of AMT-130 (which, for the avoidance of doubt, shall not include royalty or profit sharing revenue or any upfront or milestone-based payments under business development or licensing transactions), as determined in accordance with the Accounting Standards.

“**Note(s)**” means a promissory note or promissory notes to evidence a Term Loan Advance made by Lender.

“**OFAC**” is the U.S. Department of Treasury Office of Foreign Assets Control.

"**OFAC Lists**" are, collectively, the Specially Designated Nationals and Blocked Persons List maintained by OFAC pursuant to Executive Order No. 13224, 66 Fed. Reg. 49079 (Sept. 25, 2001) and/or any other list of terrorists or other restricted Persons maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable Executive Orders.

"**Ordinary Shares**" means the Ordinary Shares, €1 nominal value per share, of uniQure Bio.

"**Patent License**" means any written agreement granting any right with respect to any invention on which a Patent is in existence or a Patent application is pending, in which agreement Borrower now holds or hereafter acquires any interest.

"**Patents**" means any patent in the Netherlands or in any other country, all registrations and recordings thereof, and all applications for patents of, or rights corresponding thereto, in the Netherlands or any other country.

"**Permitted Convertible Debt**" means Indebtedness of Borrower consisting of one or more series of notes and notes issued in exchange therefor, that are in each case convertible into Ordinary Shares (or other securities or property following a merger event or other change of the Ordinary Shares), or cash or any combination of cash and Ordinary Shares; provided, however, that such Indebtedness shall (a) be either unsecured or Subordinated Indebtedness, (b) not require any mandatory redemption, prepayment, repurchase, "put", "call", or conversion for cash prior to stated maturity other than any customary provision requiring an offer to purchase such notes as a result of a "change of control", fundamental change, delisting or termination of trading or similar provision, (c) mature after, and not require any scheduled amortization or other scheduled payments of principal prior to, the date that is 181 days after the latest Term Loan Maturity Date (after giving effect to all possible extensions thereof), and (d) not be guaranteed by any Subsidiary of Borrower.

"**Permitted Indebtedness**" means: (i) Indebtedness of Borrower or the other Obligors in favor of Lender arising under this Agreement or any other Loan Document; (ii) Indebtedness existing on the 2025 Closing Date which is disclosed in Schedule 1A; (iii) Indebtedness of up to $250,000 outstanding at any time secured by a Lien described in clause (vii) of the defined term "Permitted Liens," provided such Indebtedness does not exceed the lesser of the cost or fair market value of the equipment financed with such Indebtedness; (iv) Indebtedness to trade creditors incurred in the ordinary course of business, including Indebtedness incurred in the ordinary course of business with corporate credit cards; (v) Indebtedness that also constitutes a Permitted Investment; (vi) Subordinated Indebtedness; (vii) reimbursement obligations in connection with letters of credit that are secured by cash or cash equivalents and issued on behalf of the Borrower or a Subsidiary thereof in an amount not to exceed $200,000 at any time outstanding, (viii) [reserved]; (ix) [intentionally omitted]; (x) any operating leases (or guaranties thereof); (xi) any Intra-Group Loans; (xii) any liability arising pursuant to any guarantee in the form of a declaration of joint and several liability (*hoofdelijke aansprakelijkheid*) as referred to in article 2:403 Dutch civil code in respect of a member of the group and any residual liability with respect to such declaration arising pursuant to article 2:404 Dutch civil code; (xiii) any joint and several liability arising as a result of (the establishment) of a fiscal unity (*fiscale eenheid*) between members of the group incorporated in the Netherlands; (xiv) Permitted Convertible Debt not to exceed Five Hundred Million Dollars ($500,000,000) in aggregate principal amount at any time outstanding; (xv) amounts payable pursuant to the Corlieve Sale and Purchase Agreement following the Corlieve Closing Date; (xvi) other Indebtedness in an aggregate amount not to exceed $100,000 at any time outstanding and (xvii) extensions, refinancings and renewals of any items of Permitted Indebtedness, provided that the principal amount is not increased or the terms modified to impose materially more burdensome terms upon Borrower or its Subsidiary, as the case may be.

"**Permitted Investment**" means: (i) Investments existing on the 2025 Closing Date which are disclosed in Schedule 1B; (ii) (a) marketable direct obligations issued or unconditionally guaranteed by any agency or any country thereof maturing within two-years from the date of acquisition thereof, (b) commercial paper maturing no more than two-years from the date of creation thereof and currently having a rating of at least A-2 or P-2 from either Standard & Poor's Corporation or Moody's Investors Service, (c) certificates of deposit issued by any bank with assets of at least $500,000,000 maturing no more than two-years from the date of investment therein, and (d) money market accounts; (iii) repurchases of stock from former employees, directors, or consultants of Borrower under the terms of applicable repurchase agreements at the original issuance price of such securities in an aggregate amount not to exceed $500,000 in any fiscal year, provided that no Event of Default has occurred, is continuing or would exist after giving effect to the repurchases; (iv) Investments accepted in connection with Permitted Transfers; (v) Investments (including debt obligations) received in connection with the bankruptcy or reorganization of customers or suppliers and in settlement of delinquent obligations of; and other disputes with, customers or suppliers arising in the ordinary course of Borrower's business; (vi) Investments consisting of notes receivable of, or prepaid royalties and other credit extensions, to customers and suppliers who are not affiliates, in the ordinary course of business, provided that this subparagraph (vi) shall not apply to Investments of Borrower in any Subsidiary; (vii) Investments consisting of loans not involving the net transfer on a substantially contemporaneous basis of cash proceeds to employees, officers or directors relating to the purchase of capital stock of Borrower pursuant to employee stock purchase plans or other similar agreements approved by the Board; (viii) Investments consisting of employee travel advances, employee relocation loans and other employee loans and advances in the ordinary course of business; (ix) Investments in newly-formed Subsidiaries organized in the Netherlands or any other country, provided that such Subsidiaries enter into a Joinder Agreement promptly after their formation by Borrower and execute such other documents as shall be reasonably requested by Lender; (x) joint ventures or strategic alliances in the ordinary course of Borrower's business consisting of the nonexclusive licensing of technology, the development of technology or the providing of technical support; (xi) any Intra-Group Loans; (xii) other Investments that do not exceed $1,000,000 in the aggregate; and (xiii) Investments permitted by Sections 7.20(b) or 7.20(c).

"**Permitted Liens**" means any and all of the following: (i) Liens in favor of Lender; (ii) Liens existing on the 2025 Closing Date which are disclosed in Schedule 1C; (iii) Liens for taxes, fees, assessments or other governmental charges or levies, either not delinquent or being contested in good faith by appropriate proceedings; provided, that Borrower maintains adequate reserves therefor in accordance with Accounting Standards; (iv) Liens securing claims or demands of materialmen, artisans, mechanics, carriers, warehousemen, landlords and other like Persons arising in the ordinary course of Borrower's business and imposed without action of such parties;

provided, that the payment thereof is not yet required; (v) Liens arising from judgments, decrees or attachments in circumstances which do not constitute an Event of Default hereunder; (vi) the following deposits, to the extent made in the ordinary course of business: deposits under worker's compensation, unemployment insurance, social security and other similar laws, or to secure the performance of bids, tenders or contracts (other than for the repayment of borrowed money) or to secure indemnity, performance or other similar bonds for the performance of bids, tenders or contracts (other than for the repayment of borrowed money) or to secure statutory obligations (other than liens arising under environmental liens) or surety or appeal bonds, or to secure indemnity, performance or other similar bonds; (vii) Liens on equipment or software or other intellectual property constituting purchase money liens and liens in connection with capital leases securing Indebtedness permitted in clause (iii) of "Permitted Indebtedness"; (viii) Liens incurred in connection with Subordinated Indebtedness; (ix) leasehold interests in leases or subleases and licenses granted in the ordinary course of business and not interfering in any material respect with the business of the licensor; (x) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of custom duties that are promptly paid on or before the date they become due; (xi) Liens on insurance proceeds securing the payment of financed insurance premiums that are promptly paid on or before the date they become due (provided that such Liens extend only to such insurance proceeds and not to any other property or assets); (xii) statutory and common law rights of set-off and other similar rights as to deposits of cash and securities in favor of banks, other depository institutions and brokerage firms and any Lien, netting or set-off arrangement granted or entered into by any Obligor under or in connection with the ordinary banking arrangements of such Obligor as a result of the applicable general terms and conditions of the relevant account bank where the Obligor maintains a bank account (including, in respect of an account bank in the Netherlands, the general banking terms and conditions (*algemene bankvoorwaarden*)); (xiii) easements, zoning restrictions, rights-of-way and similar encumbrances on real property imposed by law or arising in the ordinary course of business so long as they do not materially impair the value or marketability of the related property; (xiv) Liens on cash or cash equivalents securing obligations permitted under clause (vii) of the definition of Permitted Indebtedness; (xv) [intentionally omitted]; (xvi) licenses granted by Borrower or its affiliates pursuant to the terms of that certain Commercialization and License Agreement, dated June 24, 2020, by and between uniQure Bio and CSL Berhing LLC, as amended and in effect from time to time (the "**CSL Licenses**"); (xvii) Liens granted under a Permitted Royalty Transaction solely on interests in the milestone and royalty payments owing pursuant to the CSL Licenses; it being understood that no Liens shall be granted with respect to any Intellectual Property of Borrower or its Subsidiaries; and (xviii) Liens incurred in connection with the extension, renewal or refinancing of the indebtedness secured by Liens of the type described in clauses (i) through (xi) and (xv) above; provided, that any extension, renewal or replacement Lien shall be limited to the property encumbered by the existing Lien and the principal amount of the indebtedness being extended, renewed or refinanced (as may have been reduced by any payment thereon) does not increase.

"**Permitted Royalty Transaction**" means any transaction to raise funding by way of transferring to a third party the right to receive royalty payments under the CSL Licenses that is an arm's length transaction on terms customary for a transaction of the type (including, without limitation, that any security granted by an Obligor in connection with such Permitted Royalty Transaction is limited solely to the respective Intellectual Property and proceeds thereof being financed by such facility), in each case, satisfactory to Agent, and that meets each of the following conditions: (i) such royalty transaction is limited solely to milestone and royalty payments owed under the CSL Licenses in respect of AMT-061, (ii) the FDA has approved AMT-061 for commercialization, (iii) the counterparty is not an Affiliate of Borrower or any of its Subsidiaries, (iv) such transaction does not interfere with any Lien granted to Agent pursuant to this Agreement, (v) such transaction does not result in a transfer of any Intellectual Property or Lien thereon, (vi) such transaction does not result in a transfer of any Rights to Payment of any Intellectual Property, (vii) the beneficiary is Borrower or a Subsidiary that has executed and delivered to Agent a Joinder Agreement pursuant to Section 7.13 and (viii) all fees and payments with respect to such transaction (including, without limitation, with respect to the underlying Intellectual Property and Rights to Payment) are payable to Borrower or such Subsidiary, as applicable, and made to an Account subject either to (x) an Account Control Agreement if the beneficiary of such fees and payments is located in the United States or (y) Agent's perfected first priority security interest if the beneficiary of such fees and payments in not located in the United States.

"**Permitted Transfers**" means (i) sales of inventory in the normal course of business; (ii) exclusive licenses and similar arrangements for the use of Intellectual Property in the ordinary course of business that could not result in a legal transfer of title of the licensed property; (iii) dispositions of worn-out, obsolete or surplus equipment that is, in the reasonable judgment of Borrower, no longer economically practicable to maintain or useful in the ordinary course of business of Borrower; (iv) other Transfers of assets having a fair market value of not more than $250,000 in the aggregate in any fiscal year; (v) the entering into of commercialization, co-development or license agreements with development or collaboration partners in the ordinary course of business; (vi) the CSL Licenses; and (vii) Permitted Royalty Transactions.

"**Person**" means any individual, sole proprietorship, partnership, joint venture, trust, unincorporated organization, association, corporation, limited liability company, institution, other entity or government.

"**Preferred Securities**" means at any given time any equity issued by uniQure Holdings or Borrowers, as applicable, that has any rights, preferences or privileges senior to uniQure Holdings' or Borrower's ordinary shares or common stock, as applicable.

"**Prime Rate**" means the "prime rate" as reported in *The Wall Street Journal*, and if not reported, then the prime rate most recently reported in *The Wall Street Journal*.

"**Principal Stock Exchange**" means The Nasdaq Stock Market LLC.

"**Restatement Date**" shall mean December 15, 2021.

"**Sanctioned Country**" shall mean, at any time, a country or territory which is the subject or target of any Sanctions.

"**Sanctioned Person**" shall mean, at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State, or by the United Nations Security Council, the European Union or any EU member state, (b) any Person operating, organized or resident in a Sanctioned Country or (c) any Person controlled by any such Person.

"**Sanctions**" shall mean economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by (a) the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State, or (b) the United Nations Security Council, the European Union or Her Majesty's Treasury of the United Kingdom.

"**Secured Obligations**" means Borrower's obligations under this Agreement and any Loan Document, including any obligation to pay any amount now owing or later arising.

"**Subsequent Financing**" means any underwritten equity financing involving the sale and issuance of Borrower's Equity Interests that is broadly and publicly marketed to multiple investors and consummated after the Restatement Date, provided, however, that in no event shall the sale and issuance of Borrower's Equity Interests in any "at-the-market offering" (as defined in Rule 415 promulgated under the Securities Act of 1933, as amended) be deemed a "Subsequent Financing".

"**Subordinated Indebtedness**" means Indebtedness subordinated to the Secured Obligations in amounts and on terms and conditions satisfactory to Lender in its sole discretion.

"**Subsequent Back End Fee**" shall have the meaning assigned to such term in Section 2.6(b).

"**Subsidiary**" means an entity, whether corporate, partnership, limited liability company, joint venture or otherwise, in which uniQure Holdings owns or controls directly or indirectly 50% or more of the outstanding voting securities, including each entity listed on Schedule 1 hereto.

"**Term Loan**" shall mean the term loans in an aggregate principal amount of up to One Hundred Seventy-Five Million Dollars ($175,000,000) made available under this Agreement as described in Section 2.1.

"**Term Loan Advance**" means each Tranche 1 Advance, Tranche 2 Advance, Tranche 3 Advance, and any other advance of a Term Loan by a Lender to Borrower pursuant to this Agreement.

"**Term Loan End of Term Charge**" shall have the meaning assigned to such term in Section 2.6(d).

"**Term Loan Interest Rate**" means, for any day, a per annum rate of interest equal to the greater of either (a) the Prime Rate *plus* 2.45%, and (b) 9.45%.

"**Term Loan Maturity Date**" means October 1, 2030.

"**Trademark License**" means any written agreement granting any right to use any Trademark or Trademark registration, now owned or hereafter acquired by Borrower or in which Borrower now holds or hereafter acquires any interest.

"**Trademarks**" means all trademarks (registered, common law or otherwise) and any applications in connection therewith, including registrations, recordings and applications with any appropriate register or authority in any jurisdiction.

"**Trading Day**" means any day on which (a) there is no Market Disruption Event and (b) the Principal Stock Exchange is open for trading; provided that a "Trading Day" only includes those days that have a scheduled closing time of 4:00 p.m. (Eastern time) or the then standard closing time for regular trading on the relevant exchange or trading system.

"**Tranche 1 Advance**" shall have the meaning assigned to such term in Section 2.1(a)(i).

"**Tranche 2 Advance**" shall have the meaning assigned to such term in Section 2.1(a)(ii).

"**Tranche 2 Milestone**" means the satisfaction of each of the following events: (a) no Default or Event of Default shall have occurred and be continuing, and (b) Borrower shall have achieved both the Approval Milestone and the Financing Milestone.

"**Tranche 3 Advance**" shall have the meaning assigned to such term in Section 2.1(a)(iii).

"**UCC**" means the Uniform Commercial Code as the same is, from time to time, in effect in the State of California; provided, that in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of, or remedies with respect to, Lender's Lien on any Collateral is governed by the Uniform Commercial Code as the same is, from time to time, in effect in a jurisdiction other than the State of California, then the term "UCC" shall mean the Uniform Commercial Code as in effect, from time to time, in such other jurisdiction solely for purposes of the provisions thereof relating to such attachment, perfection, priority or remedies and for purposes of definitions related to such provisions.

"**uniQure France**" means uniQure France SAS (formerly known as Corlieve Therapeutics SAS), a société par actions simplifiée formed under the laws of France.

"uniQure UK" means a subsidiary of uniQure Bio organized as a private limited company incorporated under the laws of England and Wales, it being understood, consented, and agreed that such company is expected to be formed on or after July 31, 2026.

"**Unrestricted Cash**" means unrestricted Cash or cash equivalents of Borrower maintained in Deposit Accounts or other accounts in Borrower's name subject to an Account Control Agreement in favor of Agent, subject to any post-closing period provided under this Agreement to deliver Account Control Agreements.

Unless otherwise specified, all references in this Agreement or any Annex or Schedule hereto to a "Section," "subsection," "Exhibit," "Annex," or "Schedule" shall refer to the corresponding Section, subsection, Exhibit, Annex, or Schedule in or to this Agreement. Unless otherwise specifically provided herein, any accounting term used in this Agreement or the other Loan Documents shall have the meaning customarily given such term in accordance with Accounting Standards, and all financial computations hereunder shall be computed in accordance with Accounting Standards, consistently applied. Unless otherwise defined herein or in the other

Loan Documents, terms that are used herein or in the other Loan Documents and defined in the UCC shall have the meanings given to them in the UCC.

SECTION 2. THE LOANS

2.1 Term Loan.

(a) Term Loan Advance.

(i) Subject to the terms and conditions of this Agreement, the Lenders agree severally (and not jointly) to make, in an amount not to exceed their respective 2025 Term Loan Commitment, and Borrower agrees to draw, a Term Loan Advance in an aggregate principal amount of Fifty Million Dollars ($50,000,000) (such Term Loan Advance, the "**Tranche 1 Advance**") on the 2025 Closing Date. Concurrently with the drawing of the Tranche 1 Advance, Borrower shall prepay the aggregate outstanding principal amount of the 2024 Term Loan Advance (which prepayment shall be netted from the Tranche 1 Advance disbursed by Lender to Borrower on the 2025 Closing Date).

(ii) Subject to the terms and conditions of this Agreement, Borrower may request, and the Lenders shall severally (and not jointly) make, in each case, following the occurrence of the Tranche 2 Milestone and on the earlier of (x) ~~ninety (90)~~**forty-five (45)** days following the occurrence of the Tranche 2 Milestone and (y) ~~June 15~~**September 30**, 2027, in an amount not to exceed their respective 2025 Term Loan Commitment, one or more additional Term Loan Advances in an aggregate principal amount of One Hundred Million Dollars ($100,000,000) (such Term Loan Advances, the "**Tranche 2 Advances**"); provided that each such Tranche 2 Advance shall be drawn in minimum increments of Twenty Five Million Dollars ($25,000,000) (or if less than Twenty Five Million Dollars ($25,000,000), the remaining amount of Term Loan Advances available to be drawn pursuant to this clause (ii)), with no more than two (2) Advance Requests.

(iii) Subject to the terms and conditions of this Agreement, Borrower may request, and the Lenders shall severally (and not jointly) make, in each case, available on or prior to the Amortization Date but only following and conditioned on approval by Lenders' investment committee in its sole discretion, in an amount equal to their respective 2025 Term Loan Commitment in an aggregate principal amount of Twenty Five Million Dollars ($25,000,000) (such Term Loan Advance, the "**Tranche 3 Advance**"); provided that such Tranche 3 Advance shall be drawn in an amount equal to Twenty Five Million Dollars ($25,000,000).

(b) Outstanding Principal Amount; Termination of Commitments. The parties hereto acknowledge and agree that: (i) immediately prior to the 2025 Closing Date, the aggregate outstanding principal amount of the 2024 Term Loan Advances is Fifty Million Dollars ($50,000,000), (ii) commencing on the 2025 Closing Date, Borrower shall not be permitted to draw, and Lender shall not make, any further 2024 Term Loan Advances and (iii) contemporaneously with the disbursement of the Tranche 1 Advance on the 2025 Closing Date, the 2024 Term Loan Commitment shall automatically be terminated without further action from any Person.

(c) Advance Request. To obtain a Term Loan Advance, Borrower shall complete, sign and deliver an Advance Request (at least five (5) Business Days before each Advance Date other than the 2025 Closing Date (it being understood that Borrower shall not be required to deliver an Advance Request for the Term Loan Advance on the 2025 Closing Date)) to Agent. Lender shall fund its ratable portion of each Term Loan Advance in the manner requested by the Advance Request provided that each of the conditions precedent to such Term Loan Advance is satisfied as of the requested Advance Date.

(d) Interest. The principal balance of each Term Loan Advance shall bear interest thereon from such Advance Date at the Term Loan Interest Rate based on a year consisting of 360 days, with interest computed daily based on the actual number of days elapsed. The Term Loan Interest Rate will float and change on the day the Prime Rate changes from time to time.

(e) Payment. Borrower will pay interest on each Term Loan Advance on the first (1^{st}) Business Day of each month, beginning the month after the Advance Date. Borrower shall repay the aggregate Term Loan Advance that is outstanding on the day immediately preceding the Amortization Date in equal monthly installments of principal and interest (mortgage style) beginning on the Amortization Date (as such date may be extended in accordance with the terms thereof) and continuing on the first Business Day of each month thereafter until the Secured Obligations (other than inchoate indemnity obligations) are repaid; provided that any remaining outstanding Term Loan Advance and all accrued but unpaid interest hereunder shall be due and payable on the Term Loan Maturity Date. Borrower shall make all payments under this Agreement without setoff, recoupment or deduction and regardless of any counterclaim or defense. Lender will initiate debit entries to the Borrower's account as authorized on the ACH Authorization on each payment date of all periodic obligations payable to Lender under each Term Loan Advance. Once repaid, the Term Loan Advances or any portion thereof may not be reborrowed.

2.2 Maximum Interest. Notwithstanding any provision in this Agreement or any other Loan Document, it is the parties' intent not to contract for, charge or receive interest at a rate that is greater than the maximum rate permissible by law that a court of competent jurisdiction shall deem applicable hereto (which under the laws of the State of California shall be deemed to be the laws relating to permissible rates of interest on commercial loans) (the "**Maximum Rate**"). If a court of competent jurisdiction shall finally determine that Borrower has actually paid to Lender an amount of interest in excess of the amount that would have been payable if all of the Secured Obligations had at all times borne interest at the Maximum Rate, then such excess interest actually paid by Borrower shall be applied as follows: first, to the payment of the Secured Obligations consisting of the outstanding principal of the Term Loan Advances; second, after all principal is repaid, to the payment of Lender's accrued interest, costs, expenses, professional fees and any other Secured Obligations; and third, after all Secured Obligations are repaid, the excess (if any) shall be refunded to Borrower.

2.3 Default Interest. In the event any payment is not paid on the scheduled payment date, an amount equal to four percent (4%) of the past due amount shall be payable on demand. In addition, upon the occurrence and during the continuation of an Event of Default hereunder, all

Secured Obligations, including principal, interest, compounded interest, and professional fees, shall bear interest at a rate per annum equal to the rate set forth in Section 2.1(d), plus four percent (4%) per annum. In the event any interest is not paid when due hereunder, delinquent interest shall be added to principal and shall bear interest on interest, compounded at the rate set forth in Section 2.1(d).

2.4 Prepayment. At its option, upon at least five (5) Business Days prior written notice to Agent, Borrower may prepay the whole or part (but in an amount not less than $50,000,000 or less if the applicable amount of outstanding Term Loan Advances are less than $50,000,000 at such time) the outstanding Term Loan Advances including all accrued and unpaid interest thereon, all unpaid Lender's fees and expenses accrued to the date of the repayment (including, without limitation, the End of Term Charge) together with a prepayment charge equal to the following percentage of the amount of the Term Loan Advances being prepaid: if such Term Loan Advance amounts are prepaid in any of the first thirty (30) months following the 2025 Closing Date, one and one half percent (1.50%); and thereafter, three quarters of a percent (0.75%) (each, a "**Prepayment Charge**"). Borrower agrees that the Prepayment Charge is a reasonable calculation of Lender's lost profits in view of the difficulties and impracticality of determining actual damages resulting from an early repayment of the Term Loan Advances. Upon the occurrence of a Change in Control, Borrower shall immediately prepay the aggregate outstanding amount of all principal of all Term Loan Advances and accrued interest thereon through the prepayment date and all unpaid Lender's fees and expenses accrued to the date of the prepayment (including, without limitation, the End of Term Charge) together with the Prepayment Charge; provided that no Prepayment Charge shall be payable in respect of a prepayment arising as a result of an acquisition of Borrower or other Change in Control of Borrower, in each case, that occurs after the 2025 Closing Date but prior to the date that is eighteen months thereafter. Notwithstanding the foregoing, Agent and Lender agree to waive the Prepayment Charge if Agent and Lender (in their sole and absolute discretion) agree in writing to refinance the Term Loan Advances prior to the Term Loan Maturity Date. For the avoidance of doubt, Lender and Agent agree that no Prepayment Charge shall be payable in respect of the repayment of the 2024 Term Loan Advance on or about the 2025 Closing Date.

2.5 [Reserved].

2.6 Additional End of Term Charge.

(a) On the earliest to occur of (i) December 1, 2025, (ii) the date that Borrower prepays the outstanding Tranche 1 Advance in full, or (iii) the date that the Tranche 1 Advance becomes due and payable in full, Borrower shall pay Lender a charge equal to $[***] representing unpaid "End of Term" charges partially accrued prior to the 2025 Closing Date (the "**Initial Back End Fee**").

(b) On the earliest to occur of (i) January 5, 2027, (ii) the date that Borrower prepays the outstanding Tranche 1 Advance in full, or (iii) the date that the Tranche 1 Advance becomes due and payable in full, Borrower shall immediately pay Lender a charge equal to $[***] representing additional unpaid "End of Term" charges partially accrued prior to the 2025 Closing Date (the "**Subsequent Back End Fee**").

(c) On any date that Borrower partially prepays the outstanding Secured Obligations pursuant to Section 2.5, Borrower shall pay Lender a charge equal to (i) in any of the first eighteen (18) months following the 2025 Closing Date, 2.75% of the aggregate principal amount of the Term Loan Advances being prepaid, and (ii) thereafter, 5.50% of the aggregate principal amount of the Term Loan Advances being prepaid.

(d) On the earliest to occur of (i) the Term Loan Maturity Date, (ii) the date that Borrower prepays the outstanding Secured Obligations in full, or (iii) the date that the Secured Obligations become due and payable, then Borrower shall immediately pay Lender a charge equal to (i) in any of the first eighteen (18) months following the 2025 Closing Date, 2.75% of the aggregate principal amount of the Term Loan Advances outstanding immediately prior to such payment, and (ii) thereafter, 5.50% of the aggregate principal amount of the Term Loan Advances outstanding immediately prior to such payment (the charges referred to in clause (c) and this clause (d) the "**Term Loan End of Term Charge**").

(e) Notwithstanding the required payment date of such Term Loan End of Term Charge, the applicable pro rata portion of the Term Loan End of Term Charge shall be deemed earned by Lender as of each date that an applicable Term Loan Advance is made. For the avoidance of doubt, if a payment hereunder becomes due and payable on a day that is not a Business Day, the due date thereof shall be the immediately preceding Business Day.

2.7 Notes. If so requested by Lender by written notice to Borrower, then Borrower shall execute and deliver to Lender (and/or, if applicable and if so specified in such notice, to any person who is an assignee of Lender pursuant to Section 10.12) (promptly after the Borrower's receipt of such notice) a Note or Notes to evidence a Term Loan Advance made by Lender.

2.8 Pro Rata Treatment. Each payment (including prepayment) on account of any fee and any reduction of the Term Loan Advances shall be made pro rata according to such Term Loan Advance of the relevant Lender.

SECTION 3. SECURITY INTEREST

3.1 As security for the prompt, complete and indefeasible payment when due (whether on the payment dates or otherwise) of all the Secured Obligations:

(a) uniQure Holdings grants to Lender a first ranking right of pledge on (i) its shares in uniQure France, uniQure Bio, uniQure IP, Corlieve AG and Genezen Holdings Inc. and (ii) the Genezen Seller Note;

(b) uniQure Bio grants to Lender a first ranking right of pledge on its shares in its Dutch subsidiaries (if any) identified on the Schedule 1 hereto and a security interest in 100% of the capital stock of US Borrower **and, upon formation, uniQure UK**;

(c) each Obligor (excluding US Borrower) grants to Lender a first ranking right of pledge on its (a) trade, intercompany and insurance receivables; (b) movable assets and (c) Deposit Accounts; and

(d) US Borrower grants to Lender a security interest in all of US Borrower's right, title, and interest in and to the following personal property whether now owned or hereafter acquired: (a) receivables; (b) equipment; (c) fixtures; (d) general intangibles (except as described below); (e) inventory; (f) Investment Property; (g) Deposit Accounts; (h) Cash; (i) Goods; and all other tangible and intangible personal property of US Borrower whether now or hereafter owned or existing, leased, consigned by or to, or acquired by, US Borrower and wherever located, and any of US Borrower's property in the possession or under the control of Lender; and, to the extent not otherwise included, all proceeds of each of the foregoing and all accessions to, substitutions and replacements for, and rents, profits and products of each of the foregoing, (a), (b), (c) and (d) collectively, the "**Collateral**".

3.2 Notwithstanding anything in this Agreement or any other Loan Document to the contrary, in no event shall the Collateral include, and the Obligor shall not be deemed to have granted a security interest in: (i) Intellectual Property; provided, however, that the Collateral shall include all accounts and general intangibles that consist of rights to payment and proceeds from the sale, licensing or disposition of all or any part, or rights in, the Intellectual Property (the "Rights to Payment"); (ii) any of the Borrower's rights or interests in or under, any license, contract, permit, instrument, security or franchise to which the Borrower is a party or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract, permit, instrument, security or franchise, result in a breach of the terms of, or constitute a default under, such license, contract, permit, instrument, security or franchise (other than to the extent that any such term would be rendered ineffective pursuant to the UCC or any other applicable law (including the Dutch and the United States Bankruptcy Code) or principles of equity); provided, that immediately upon the ineffectiveness, lapse or termination of any such provision the Collateral shall include, and the Borrower shall be deemed to have granted a security interest in, all the rights and interests described in the foregoing clause (ii) as if such provision had never been in effect; (iii) all royalty receivables and related rights sold, assigned or otherwise transferred pursuant to the HCRx Transaction (as defined in Amendment No. 1); or (iv) the Excluded Accounts. Notwithstanding the foregoing, if a judicial authority (including a U.S. Bankruptcy Court) holds that a security interest in the underlying Intellectual Property is necessary to have a security interest in the Rights to Payment, then the Collateral shall automatically, and effective as of the date of this Agreement, include the Intellectual Property to the extent necessary to permit perfection of Lender's security interest in the Rights to Payment.

SECTION 4. CONDITIONS PRECEDENT TO RESTATEMENT DATE AND TERM LOAN ADVANCES

The effectiveness of the Restatement Date and the obligation of Lender to make the Term Loan Advances hereunder are subject to the satisfaction by Borrower of the following conditions:

4.1 Closing Documents. On or prior to the Restatement Date, Borrower shall have delivered to Lender the following:

(a) an executed copy of this Agreement together with all other documents and instruments reasonably required by Agent to effectuate the transactions contemplated hereby, in all cases in form and substance reasonably acceptable to Agent;

(b) a certificate of each Obligor, dated as of the Restatement Date and executed by the secretary or equivalent officer of such Obligor, with appropriate insertions and attachments, including:

(i) a copy of its respective certificate or deed of incorporation and current articles of association and bylaws, and for uniQure Bio an extract of its registration in the Trade Register of the Dutch Chamber of Commerce;

(ii) copy of resolutions of its Board and general meeting of shareholders (to the extent required) evidencing approval of the Term Loan Advance and the transactions contemplated by this Agreement and the other Loan Documents;

(iii) the names, titles, incumbency and signature specimens of those respective representatives of such Obligor who have been authorized by such resolutions and/or written consents to execute Loan Documents on behalf of such Person; and

(iv) for US Borrower, a certificate of good standing from its state of incorporation and similar certificates from all other jurisdictions in which such Borrower does business and where the failure to be qualified would have a Material Adverse Effect;

(c) each Obligor shall have delivered to Agent an updated perfection certificate;

(d) Borrower shall have paid to Agent the Facility Charge; and

(e) Borrower shall have paid to Agent all out-of-pocket Agent or Lender expenses (including all reasonable attorneys' fees and reasonable expenses) incurred through the Restatement Date.

4.2 Advance Request. Borrower shall have delivered to Lender the following: (a) an Advance Request for the relevant Term Loan Advance as required by 2.1(c), duly executed by uniQure Holdings' Chief Executive Officer, Chief Financial Officer or Chief Accounting Officer and (it being understood that Borrower shall not be required to deliver an Advance Request for the Term Loan Advance on the 2025 Closing Date) (b) any other documents Lender may reasonably request.

4.3 Other conditions to Advances.

(a) The representations and warranties set forth in this Agreement and in Section 5 shall be true and correct in all material respects on and as of the relevant Advance Date with the same effect as though made on and as of such date, except to the extent such representations and warranties expressly relate to an earlier date.

(b) Borrower shall be in compliance with all the terms and provisions set forth herein and in each other Loan Document on its part to be observed or performed.

(c) With respect to the Tranche 1 Advance, Borrower shall have paid the 2025 Tranche 1 Facility Charge as and to the extent required by Amendment No. 3 (it being acknowledged and agreed that such facility charge is the same charge required to have been paid no later than one (1) Business Day after the 2025 Closing Date).

(d) With respect to any Tranche 2 Advance, Borrower shall have paid the applicable 2025 Tranche 2 Facility Charge (which amount shall be deducted from such Tranche 2 Advance upon funding thereof).

(e) With respect to the Tranche 3 Advance, Borrower shall have paid the 2025 Tranche 3 Facility Charge (which amount shall be deducted from the Tranche 3 Advance upon funding thereof).

(f) The Advance Request shall be deemed to constitute a representation and warranty by Borrower on the relevant Advance Date as to the matters specified in Section 4.4 and as to the matters set forth in the Advance Request.

4.4 No Default. As of the relevant Advance Date, (i) no fact or condition exists that would (or would, with the passage of time, the giving of notice, or both) constitute an Event of Default and (ii) no event that has had or could reasonably be expected to have a Material Adverse Effect has occurred and is continuing.

SECTION 5. REPRESENTATIONS AND WARRANTIES OF BORROWER

Borrower represents and warrants that:

5.1 Corporate Status. uniQure Bio is a private limited liability company duly incorporated and existing under the laws of the Netherlands, and is duly qualified as a foreign corporation in all jurisdictions in which the nature of its business or location of its properties require such qualifications and where the failure to be qualified could reasonably be expected to have a Material Adverse Effect. uniQure Bio's present name, former names (if any), locations, place of formation, tax identification number, organizational identification number and other information are correctly set forth in Exhibit C, as may be updated by uniQure Bio in a written notice (including any Compliance Certificate) provided to Lender after the Restatement Date. US Borrower is a corporation duly organized, legally existing and in good standing under the laws of the State of Delaware, and is duly qualified as a foreign corporation in all jurisdictions in which the nature of its business or location of its properties require such qualifications and where the failure to be qualified could reasonably be expected to have a Material Adverse Effect.

5.2 Collateral. The relevant Obligor owns the Collateral and the Intellectual Property, free of all Liens, except for Permitted Liens. Each Obligor has the power and authority to grant to Lender a Lien in the Collateral as security for the Secured Obligations.

5.3 Consents. Borrower's execution, delivery and performance of the Notes (if any), this Agreement and all other Loan Documents, (i) have been duly authorized by all necessary corporate action of Borrower, (ii) will not result in the creation or imposition of any Lien upon the Collateral, other than Permitted Liens and the Liens created by this Agreement and the other Loan Documents, (iii) do not violate any provisions of Borrower's articles of association, or any, law, regulation, order, injunction, judgment, decree or writ to which Borrower is subject and (iv) except as described on Schedule 5.3, do not violate any contract or agreement or require the consent or approval of any other Person which has not already been obtained. The individual or individuals executing the Loan Documents are duly authorized to do so.

5.4 Material Adverse Effect. No event that has had or could reasonably be expected to have a Material Adverse Effect has occurred and is continuing. Borrower is not aware of any event likely to occur that is reasonably expected to result in a Material Adverse Effect.

5.5 Actions Before Governmental Authorities. Except as described on Schedule 5.5, there are no actions, suits or proceedings at law or in equity or by or before any governmental authority now pending or, to the knowledge of uniQure Holdings, threatened against or affecting Borrower or its property (i) which seek to prevent, enjoin, hinder or delay the transactions contemplated by the Loan Documents or (ii) as to which there is a reasonable possibility of an adverse determination and which, if adversely determined, would reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect on Borrower's business.

5.6 Laws. Borrower, to its knowledge, is not in violation of any law, rule or regulation, or in default with respect to any judgment, writ, injunction or decree of any governmental authority, where such violation or default is reasonably expected to result in a Material Adverse Effect. Borrower, to its knowledge, is not in default in any manner under any provision of any agreement or instrument evidencing indebtedness, or any other material agreement to which it is a party or by which it is bound and for which such default would reasonably be expected to have a Material Adverse Effect on Borrower's business.

Neither Borrower nor any of its Subsidiaries is an "investment company" or a company "controlled" by an "investment company" under the Investment Company Act of 1940, as amended, as applicable. Neither Borrower nor any of its Subsidiaries is engaged as one of its important activities in extending credit for margin stock (under Regulations X, T and U of the Federal Reserve Board of Governors, as applicable). Borrower and each of its Subsidiaries has complied in all material respects with the Federal Fair Labor Standards Act, as applicable. Neither Borrower nor any of its Subsidiaries is a "holding company" or an "affiliate" of a "holding company" or a "subsidiary company" of a "holding company" as each term is defined and used in the Public Utility Holding Company Act of 2005, as applicable. Neither Borrower's nor any of its Subsidiaries' properties or assets has been used by Borrower or such Subsidiary or, to Borrower's knowledge, by previous Persons, in disposing, producing, storing, treating, or transporting any hazardous substance other than in material compliance with applicable laws. Borrower and each of its Subsidiaries has obtained all consents, approvals and authorizations of, made all declarations or filings with, and given all notices to, all Governmental Authorities that are necessary to continue their respective businesses as currently conducted.

None of Borrower, any of its Subsidiaries, or any of Borrower's or its Subsidiaries' Affiliates or any of their respective agents acting or benefiting in any capacity in connection with the transactions contemplated by this Agreement is (i) in violation of any Anti-Terrorism Law, (ii) engaging in or conspiring to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law, or (iii) is a Blocked Person. None of Borrower, any of its Subsidiaries, or to the knowledge of Borrower and any of their Affiliates or agents, acting or benefiting in any capacity in connection with the transactions contemplated by this Agreement, (x) conducts any business or engages in making or receiving any contribution of funds, goods or services to or for the benefit of any Blocked Person, or (y) deals in, or otherwise engages in any transaction relating to, any property or interest in property blocked pursuant to Executive Order No. 13224, any similar executive order or other Anti-Terrorism Law. None of the funds to be provided under this Agreement will be used, directly or indirectly, (a) for any activities in violation of any applicable anti-money laundering, economic sanctions and anti-bribery laws and regulations laws and regulations or (b) for any payment to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977, as amended.

5.7 Information Correct and Current. No information, report, Advance Request, financial statement, exhibit or schedule furnished, by or on behalf of Borrower to Lender in connection with any Loan Document or included therein or delivered pursuant thereto contained, contains or will contain any material misstatement of fact or omitted, omits or will omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were, are or will be made, not misleading at the time such statement was made or deemed made. Additionally, any and all financial or business projections provided by Borrower to Lender shall be (i) provided in good faith and based on the most current data and information available to Borrower, (ii) the most current of such projections provided to the Board, and (iii) are based on reasonable assumptions not viewed as facts and that actual results during the period or periods covered by such projections and forecast may differ from the projected or forecasted results.

5.8 Tax Matters. Except as described on Schedule 5.8, (a) Borrower has filed all federal, state and local tax returns that it is required to file, (b) Borrower has duly paid or fully reserved for all taxes or installments thereof (including any interest or penalties) as and when due, which have or may become due pursuant to such returns, and (c) Borrower has paid or fully reserved for any tax assessment received by Borrower for the three (3) years preceding the Restatement Date, if any (including any taxes being contested in good faith and by appropriate proceedings).

5.9 Intellectual Property Claims. Except as described in Exhibit D, Borrower is the sole owner of, or otherwise has the right to use, the Intellectual Property. Except as described on Schedule 5.9, (i) each of the material Copyrights, registered Trademarks and issued Patents is valid and enforceable, (ii) no material part of the Intellectual Property has been judged invalid or unenforceable, in whole or in part, and (iii) no claim has been made in writing to Borrower that any material part of the Intellectual Property violates the rights of any third party. Exhibit D is a true, correct and complete list of each of Borrower's Patents, registered Trademarks, registered Copyrights, and material agreements under which Borrower licenses Intellectual Property from third parties (excluding such agreements disclosed in uniQure Holdings's filings with the Securities and Exchange Commission) (other than shrink-wrap software licenses and other licenses for over-the-counter software), together with application or registration numbers, as applicable, owned by Borrower or any Subsidiary, in each case as of the 2025 Closing Date. Borrower is not in material breach of, nor has Borrower failed to perform any material obligations under, any of the foregoing contracts, licenses or agreements and, to uniQure Holdings' knowledge, no third party to any such contract, license or agreement is in material breach thereof or has failed to perform any material obligations thereunder.

5.10 Intellectual Property. Except as described on Schedule 5.10, Borrower has, or in the case of any proposed business, will have, all material rights with respect to Intellectual Property necessary in the operation or conduct of Borrower's business as currently conducted and proposed to be conducted by Borrower. Without limiting the generality of the foregoing, and in the case of Licenses, except for restrictions that are unenforceable under Division 9 of the UCC, Borrower has the right, to the extent required to operate Borrower's business, to freely transfer, license or assign Intellectual Property without condition, restriction or payment of any kind (other than license payments in the ordinary course of business) to any third party, and Borrower owns or has the right to use, pursuant to valid licenses, all software development tools, library functions, compilers and all other third-party software and other items that are necessary in the design, development, promotion, sale, license, manufacture, import, export, use or distribution of Borrower Products.

5.11 Borrower Products. Except as described on Schedule 5.11, no Intellectual Property owned by Borrower or Borrower Product has been or is subject to any actual or, to the knowledge of Borrower, threatened litigation, proceeding or outstanding decree, order, judgment, settlement agreement or stipulation that restricts in any material manner Borrower's use, transfer or licensing thereof or that may materially affect the validity, use or enforceability thereof. There is no decree, order, judgment, agreement, stipulation, arbitral award or other provision entered into in connection with any litigation or proceeding that obligates Borrower to grant licenses or ownership interest in any future Intellectual Property related to the operation or conduct of the business of Borrower or Borrower Products. Borrower has not received any written notice or claim, or, to the knowledge of Borrower, oral notice or claim, challenging or questioning Borrower's ownership in any Intellectual Property (or written notice of any claim challenging or questioning the ownership in any licensed Intellectual Property of the owner thereof) or suggesting that any third party has any claim of legal or beneficial ownership with respect thereto nor, to Borrower's knowledge, is there a reasonable basis for any such claim. To Borrower's knowledge, neither Borrower's use of its Intellectual Property nor the production and sale of Borrower Products infringes the Intellectual Property of others.

5.12 Financial Accounts. Exhibit E, as may be updated by the Borrower in a written notice provided to Lender after the 2025 Closing Date, is a true, correct and complete list of (a) all banks and other financial institutions at which Borrower or any other Obligor maintains Deposit Accounts and (b) all institutions at which Borrower or any other Obligor maintains an account holding Investment Property, and such exhibit correctly identifies the name, address and telephone number of each bank or other institution, the name in which the account is held, a description of the purpose of the account, and the complete account number therefor. None of the Obligors or any of their Subsidiaries owns or holds any Digital Assets.

5.13 Employee Loans. Borrower has no outstanding loans to any employee, officer or director of the Borrower nor has Borrower guaranteed the payment of any loan made to an employee, officer or director of the Borrower by a third party.

5.14 Capitalization and Subsidiaries. uniQure Holdings' capitalization as of the 2025 Closing Date is set forth on Schedule 5.14 annexed hereto. uniQure Holdings does not own any stock, partnership interest or other securities of any Person, except for Permitted Investments. Attached as Schedule 5.14, as may be updated by uniQure Holdings in a written notice provided after the Restatement Date, is a true, correct and complete list of each Subsidiary.

5.15 Centre of main interests and establishments. uniQure Bio has its "centre of main interests" (as that term is used in article 3(1) of The Council of the European Union Regulation No. 1346/2000 on Insolvency Proceedings) in the Netherlands.

SECTION 6. INSURANCE; INDEMNIFICATION

6.1 Coverage. uniQure Holdings shall cause to be carried and maintained (by itself or its Subsidiaries) commercial general liability insurance, on an occurrence form, against risks customarily insured against in uniQure Holdings' line of business. Such risks shall include the risks of bodily injury, including death, property damage, personal injury, advertising injury, and contractual liability per the terms of the indemnification agreement found in Section 6.3. uniQure Holdings or its Subsidiaries must maintain a minimum of $1,000,000 of commercial general liability insurance for each occurrence and $2,000,000 in the aggregate. uniQure Holdings or its Subsidiaries has and agrees to maintain a minimum of $2,000,000 of directors' and officers' insurance for each occurrence and $5,000,000 in the aggregate. So long as there are any Secured Obligations outstanding, uniQure Holdings shall also cause or procure that its Subsidiaries cause to be carried and maintained insurance upon the Collateral, insuring against all risks of physical loss or damage howsoever caused, in an amount not less than the full replacement cost of the Collateral, provided that such insurance may be subject to standard exceptions and deductibles. uniQure Holdings or its Subsidiaries shall also carry and maintain a fidelity insurance policy in an amount not less than $100,000.

6.2 Certificates. uniQure Holdings shall deliver to Lender certificates of insurance that evidence uniQure Holdings or its Subsidiaries compliance with its insurance obligations in Section 6.1 and the obligations contained in this Section 6.2. uniQure Holding's (or its Subsidiaries) insurance certificate shall state Lender is an additional insured for commercial general liability, a loss payee for all risk property damage insurance, subject to the insurer's approval, a loss payee for fidelity insurance, and a loss payee for property insurance and additional insured for liability insurance for any future insurance that uniQure Holdings or its Subsidiaries may acquire from such insurer, unless any right under the liability insurance is restricted from being pledged under Section 7:954(4) of the Dutch Civil Code. Attached to the certificates of insurance will be additional insured endorsements for liability and lender's loss payable endorsements for all risk property damage insurance and fidelity. Unless an Event of Default shall have occurred and be continuing, all insurance proceeds shall be paid or turned over to uniQure Holdings or its Subsidiaries, as applicable. All certificates of insurance will provide for a minimum of thirty (30) days advance written notice to Lender of cancellation or any other change adverse to Lender's interests. Any failure of Lender to scrutinize such insurance certificates for compliance is not a waiver of any of Lender's rights, all of which are reserved. Borrower shall provide Agent with copies of each insurance policy, and upon entering or amending any insurance policy required hereunder, Borrower shall provide Agent with copies of such policies and shall promptly deliver to Agent updated insurance certificates with respect to such policies.

6.3 Indemnity. Borrower agrees to indemnify and hold Lender and its officers, directors, employees, agents, in-house attorneys, representatives and shareholders harmless from and against any and all claims, costs, expenses, damages and liabilities (including such claims, costs, expenses, damages and liabilities based on liability in tort:, including strict liability in tort), including reasonable documented attorneys' fees and disbursements and other costs of investigation or defense (including those incurred upon any appeal), that may be instituted or asserted against or incurred by Lender or any such Person as the result of credit having been extended, suspended or terminated under this Agreement and the other Loan Documents or the administration of such credit, or in connection with or arising out of the transactions contemplated hereunder and thereunder, or any actions or failures to act in connection therewith, or arising out of the disposition or utilization of the Collateral, excluding in all cases claims resulting solely from Lender's gross negligence or willful misconduct Borrower agrees to pay, and to save Lender harmless from, any and all liabilities with respect to, or resulting from any delay in paying, any and all excise, sales or other similar taxes (excluding taxes imposed on or measured by the net income of Lender) that may be payable or determined to be payable with respect to any of the Collateral or this Agreement. This Section 6.3 shall survive the repayment of indebtedness under, and otherwise shall survive the expiration or other termination of, the Agreement.

SECTION 7. COVENANTS OF BORROWER

Borrower agrees as follows:

7.1 Financial Reports. uniQure Holdings shall furnish to Lender the financial statements and reports listed hereinafter (the "**Financial Statements**"):

(a) as soon as practicable (and in any event within 30 days) after the end of each month, its unaudited interim and year-to-date financial statements as of the end of such month (prepared on a consolidated and consolidating basis, if applicable), including balance sheet and related statements of income accompanied by a report detailing any material contingencies (including the commencement of any material litigation by or against the Obligors) or any other occurrence that would reasonably be expected to have a Material Adverse Effect, all certified by uniQure Holdings' Chief Executive Officer, Chief Financial Officer, Chief Accounting Officer or Global Controller to the effect that they have been prepared in accordance with Accounting Standards, except (i) for the absence of footnotes, (ii) that they are subject to normal year-end adjustments, and (iii) they do not contain certain non-cash items that are customarily included in quarterly and annual financial statements;

(b) as soon as practicable (and in any event within 60 days) after the end of each calendar quarter, unaudited interim and year-to-date financial statements as of the end of such calendar quarter (prepared on a consolidated and consolidating basis, if applicable), including balance sheet and related statements of income and cash flows accompanied by a report detailing any material contingencies (including the commencement of any material litigation by or against Borrower) or any other occurrence that would reasonably be expected to have a Material Adverse Effect, certified by uniQure Holdings' Chief Executive Officer, Chief Financial Officer or Chief Accounting Officer to the effect that they have been prepared in accordance with Accounting Standards, except (i) for the absence of footnotes, and (ii) that they are subject to normal year-end adjustments; as well as the most recent capitalization table for the Obligors, including the weighted average exercise price of employee stock options;

(c) as soon as practicable (and in any event within one hundred and twenty (120 days)) after the end of each fiscal year, unqualified audited financial statements as of the end of such year (prepared on a consolidated and consolidating basis, if applicable), including balance sheet and related statements of income and cash flows, and setting forth in comparative form the corresponding figures for the preceding fiscal year, certified by a firm of independent certified public accountants selected by uniQure Holdings and reasonably acceptable to Lender, accompanied by any management report from such accountants;

(d) as soon as practicable (and in any event within 30 days) after the end of each month, a Compliance Certificate in the form of Exhibit F;

(e) promptly after the sending or filing thereof, as the case may be, copies of any proxy statements, financial statements or reports that US Borrower has made available to holders of its capital stock and copies of any regular, periodic and special reports or registration statements that US Borrower files with the Securities and Exchange Commission or any governmental authority that may be substituted therefor, or any national securities exchange;

(f) Borrower at all times shall maintain Cash and/or cash equivalents on deposit in a deposit or security account located in the United States that is subject to an Account Control Agreement of at least the lesser of (i) minimum cash required by section 7.21(a) or (ii) 100% of all of the worldwide Cash and cash equivalents of the Borrower;

(g) as soon as practicable (and in any event within 30 days) of approval by the Board an annual budget for each financial year as well as budgets, operating plans and other financial information with respect to the Obligors reasonably requested by Lender; and

(h) uniQure Holdings shall not make any change in its (a) accounting policies or reporting practices except in accordance with Accounting Standards, or (b) fiscal years or fiscal quarters. The fiscal year of Borrower shall end on December 31.

The filing of any financial statements, reports or registration statements by uniQure Holdings with the U.S. Securities Exchange Commission (or foreign equivalent thereof) through its electronic filing system shall constitute delivery of such materials to Lender for purposes hereof so long as Borrower timely emails a link of such filings to Lender.

The executed Compliance Certificate and all Financial Statements required to be delivered hereunder shall be sent per instructions (i) specified on Exhibit I or (ii) otherwise provided by Agent to Borrower via a written notice from time to time in accordance with Section 10.2.

7.2 Management Rights. Borrower shall permit any representative that Lender authorizes, including its attorneys and accountants, to inspect the Collateral and examine and make copies and abstracts of the books of account and records of Borrower at reasonable times and upon reasonable notice during normal business hours. In addition, any such representative shall have the right to meet with management and officers of Borrower to discuss such books of account and records. In addition, Lender shall be entitled at reasonable times and intervals to consult with and advise the management and officers of Borrower concerning significant business issues affecting Borrower. Such consultations shall not unreasonably interfere with Borrower's business operations. The parties intend that the rights granted Lender shall constitute "management rights" within the meaning of 29 C.F.R Section 2510.3-101(d)(3)(ii), but that any advice, recommendations or participation by Lender with respect to any business issues shall not be deemed to give Lender, nor be deemed an exercise by Lender of, control over Borrower's management or policies.

7.3 Further Assurances. Borrower shall from time to time execute, deliver and file, alone or with Lender, any financing statements, security agreements, collateral assignments, notices, control agreements, or other documents to perfect or give the highest priority to Lender's Lien on the Collateral. Borrower shall from time to time procure any instruments or documents as may reasonably be requested by Lender, and take all further action that may be necessary or desirable, or that Lender may reasonably request, to perfect and protect the Liens granted hereby and thereby. In addition, and for such purposes only, Borrower hereby authorizes Lender to execute and deliver on behalf of Borrower and to file such financing statements, collateral assignments, notices, control agreements, security agreements and other documents necessary to grant, perfect and give the highest priority to Lender's Lien on the Collateral without the signature of Borrower either in Lender's name or in the name of Lender as agent and attorney-in-fact for Borrower. Borrower shall protect and defend Borrower's title to the Collateral and Lender's Lien thereon against all Persons claiming any interest adverse to Borrower or Lender other than Permitted Liens.

7.4 Indebtedness. Borrower shall not create, incur, assume, guarantee or be or remain liable with respect to any Indebtedness, or permit any Subsidiary so to do, other than Permitted Indebtedness, or prepay any Indebtedness or take any actions which impose on Borrower an obligation to prepay any Indebtedness, except for the conversion of Indebtedness into equity securities and the payment of cash in lieu of fractional shares in connection with such conversion.

7.5 Collateral. Borrower shall at all times keep the Collateral, the Intellectual Property and all other property and assets used in Borrower's business or in which Borrower now or hereafter holds any interest free and clear from any legal process or Liens whatsoever (except for Permitted Liens), and shall give Lender prompt written notice of any legal process affecting the Collateral, the Intellectual Property, such other property and assets, or any Liens thereon. Borrower shall cause its Subsidiaries to protect and defend such Subsidiary's title to its assets from and against all Persons claiming any interest adverse to such Subsidiary, and Borrower shall cause its Subsidiaries at all times to keep such Subsidiary's property and assets free and clear from any legal process or Liens whatsoever (except for Permitted Liens), and shall give Lender prompt written notice of any legal process affecting such Subsidiary's assets. Borrower shall not agree with any Person other than Lender not to encumber its property.

7.6 Investments. Borrower shall not directly or indirectly acquire or own, or make any Investment in or to any Person, or permit any of its Subsidiaries so to do, other than Permitted Investments. No Obligor shall directly or indirectly acquire or own, nor make any Investments in Digital Assets, nor permit any of its Subsidiaries to do so.

7.7 Distributions. Borrower shall not, and shall not allow any Subsidiary to, (a) repurchase or redeem any class of stock or other equity interest other than (i) pursuant to employee, director or consultant repurchase plans, stock option plans or agreements, restricted stock agreements or other similar agreements, provided, however, in each case the repurchase or redemption price does not exceed the original consideration paid for such stock or equity interest or (ii) the delivery of its Ordinary Shares upon conversion of Permitted Convertible Debt; (b) declare or pay any cash dividend or make a cash distribution on any class of stock or other equity interest, except that (i) a Subsidiary may pay dividends or make distributions to Borrower and (ii) Borrower may make cash payments in lieu of issuing fractional shares in connection with a conversion of Permitted Convertible Debt into Ordinary Shares; (c) lend money to any employees, officers or directors or guarantee the payment of any such loans granted by a third party in excess of $250,000 in the aggregate; or (d) waive, release or forgive any indebtedness owed by any employees, officers or directors in excess of $250,000 in the aggregate.

7.8 Transfers. Except for Permitted Transfers, Borrower shall not voluntarily or involuntarily transfer, sell, lease, license, lend or in any other manner convey any equitable, beneficial or legal interest in any material portion of their assets.

7.9 Mergers or Acquisitions. uniQure Holdings shall not merge or consolidate, or permit any of its Subsidiaries to merge or consolidate, with or into any other business organization (other than mergers or consolidations of (i) a Subsidiary into an Obligor, or (ii) of a Subsidiary which is not an Obligor into any Subsidiary or into an Obligor, provided, in each case, that with respect to any merger into an Obligor, Obligor is the surviving entity) or acquire, or permit any of its Subsidiaries to acquire, all or substantially all of the capital stock or property of another Person.

7.10 Taxes. Borrower and its Subsidiaries shall pay when due all taxes, fees or other charges of any nature whatsoever (together with any related interest or penalties) now or hereafter imposed or assessed against Borrower, Lender or the Collateral or upon Borrower's ownership, possession, use, operation or disposition thereof or upon Borrower's rents, receipts or earnings arising therefrom. Borrower shall file on or before the due date therefor all personal property tax returns in respect of the Collateral. Notwithstanding the foregoing, Borrower may contest, in good faith and by appropriate proceedings, taxes for which Borrower maintains adequate reserves therefor in accordance with Accounting Standards.

7.11 Corporate Changes. Neither Borrower nor any Subsidiary shall change its corporate name, legal form or jurisdiction of formation without twenty (20) days' prior written notice to Lender. Neither Borrower nor any Subsidiary shall relocate its principal place of business unless it has provided prior written notice to Lender and such relocation is within the Netherlands or the United States or within the same country as its previous location. Neither Borrower nor any Subsidiary shall relocate any item of Collateral (other than (x) sales of movable assets in the ordinary course of business, (y) relocations of movable assets having an aggregate value of up to $250,000 in any fiscal year, and (z) relocations of Collateral from a location described on Exhibit C to another location described on Exhibit C) unless (i) it has provided prompt written notice to Lender, (ii) such relocation is within the Netherlands or the United States or within the same country as its previous location, and (iii) if such relocation is to a third party bailee in the United States, it has used commercially reasonable efforts to deliver a bailee agreement in form and substance reasonably acceptable to Lender.

7.12 Deposit Accounts. No Obligor shall maintain any Deposit Accounts, any account or sub-accounts in connection with an insured cash sweep program (other than (i) payroll, trust or escrow accounts (including any escrow account established in accordance with the terms of the Corlieve Sale and Purchase Agreement) and (ii) the Corlieve Operating Accounts so long as neither uniQure France nor Corlieve AG have failed at any time to satisfy any of the conditions set forth in clauses (a) and (b) of the definition of "Corlieve Operating Accounts"), or accounts holding Investment Property, except with respect to which Lender has an Account Control Agreement and/or a right of pledge (subject only to a Lien under clause (xii) of the definition of Permitted Liens). No Obligor shall own or hold Digital Assets.

7.13 Subsidiaries. Borrower shall notify Lender of each Subsidiary formed subsequent to the 2025 Closing Date and, within 15 days of formation, shall cause any such Subsidiary (other than uniQure France, ~~and~~ Corlieve AG **and uniQure UK**) to execute and deliver to Lender a Joinder Agreement.

7.14 Pensions. Borrower shall ensure that all pension schemes operated by or maintained for the benefit of members of the Borrower and/or any of their employees are funded to the extent required by applicable law and regulations where failure to do so would be reasonably likely to have a Material Adverse Effect.

7.15 Non-Obligors. The revenue of Subsidiaries which are not Obligors **(other than uniQure UK as set forth herein)** shall not exceed €250,000 in the aggregate on an annual basis. The fair market value of the assets of Subsidiaries which are not Obligors, excluding the fair market value of the assets of uniQure France **and uniQure UK**, shall not exceed €500,000 in the aggregate at any given time. **The value of all cash held by uniQure UK shall not exceed £2,500,000 in the aggregate for a period of more than 15 consecutive Business Days (for clarity, the foregoing shall not prevent uniQure UK from holding drug products). Notwithstanding the foregoing, nothing in this Section 7.15 shall limit uniQure UK's revenues and the collection and holding of payments from accounts receivable; provided, however, that the value of all cash held by uniQure UK shall not exceed £2,500,000 in the aggregate for a period of more than 15 consecutive Business Days.**

7.16 Use of Proceeds. Borrower agrees that the proceeds of the Term Loan Advances shall be used solely to (a) refinance the 2024 Term Loan Advances and concurrently with such refinancing, reduce the 2024 Term Loan Commitment to zero ($0) and (b) pay related fees and expenses in connection with this Agreement and for working capital and general corporate purposes. The proceeds of the Term Loan Advances will not be used in violation of applicable Anti-Corruption Laws or applicable Sanctions.

7.17 Compliance with Laws.

Borrower shall maintain, and shall cause its Subsidiaries to maintain, compliance in all material respect with all applicable laws, rules or regulations (including any law, rule or regulation with respect to the making or brokering of loans or financial accommodations), and shall, or cause its Subsidiaries to, obtain and maintain all required governmental authorizations, approvals, licenses, franchises, permits or registrations reasonably necessary in connection with the conduct of Borrower's business.

Neither Borrower nor any of its Subsidiaries shall, nor shall Borrower or any of its Subsidiaries permit any Affiliate to, directly or indirectly, knowingly enter into any documents, instruments, agreements or contracts with any Person listed on the OFAC Lists. Neither Borrower nor any of its Subsidiaries shall, nor shall Borrower or any of its Subsidiaries, permit any Affiliate to, directly or indirectly, (i) conduct any business or engage in any transaction or dealing with any Blocked Person, including, without limitation, the making or receiving of any contribution of funds, goods or services to or for the benefit of any Blocked Person, (ii) deal in, or otherwise engage in any transaction relating to, any property or interests in property blocked pursuant to Executive Order No. 13224 or any similar executive order or other Anti-Terrorism Law, or (iii) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in Executive Order No. 13224 or other Anti-Terrorism Law.

Borrower has implemented and maintains in effect policies and procedures designed to ensure compliance by the Borrower, its Subsidiaries and their respective directors, officers, employees and agents with applicable Anti-Corruption Laws and applicable Sanctions, and Borrower, its Subsidiaries and their respective officers and employees and to the knowledge of Borrower its directors and agents, are in compliance with applicable Anti-Corruption Laws and applicable Sanctions in all material respects.

None of Borrower, any of its Subsidiaries or any of their respective directors, officers or employees, or to the knowledge of Borrower, any agent for Borrower or its Subsidiaries that will act in any capacity in connection with or benefit from the credit facility established hereby, is a Sanctioned Person. No Loan, use of proceeds or other transaction contemplated by this Agreement will violate applicable Anti-Corruption Laws or applicable Sanctions.

7.18 Transactions with Affiliates. Borrower shall not and shall not permit any Subsidiary to, directly or indirectly, enter into or permit to exist any transaction of any kind with any Affiliate of Borrower or such Subsidiary on terms that are less favorable to Borrower or such Subsidiary, as the case may be, than those that might be obtained in an arm’s length transaction from a Person who is not an Affiliate of Borrower or such Subsidiary; provided that no such restriction shall apply where the value of any transaction with any Affiliate of Borrower is less than Five Hundred Thousand Dollars ($500,000).

7.19 Right to Invest. Right to Invest. Borrower agrees that, prior to the repayment in full of all Term Loan Advances, Lender, any of its affiliates and/or (subject to Borrower’s consent, which consent shall not be unreasonably withheld, conditioned or delayed) any other assignees or nominees, shall have the right, in their discretion, to invest up to an aggregate amount of $5,000,000 in any Subsequent Financing on the same terms, conditions and pricing afforded to others participating in any such Subsequent Financing, provided, however, that such aggregate amount for any such Subsequent Financing may be reduced to an amount determined in good faith by the managing underwriter of any such Subsequent Financing if such managing underwriter determines, in its reasonable discretion, that such reduction is required as a result of bona fide marketing factors. Borrower shall notify Lender within twenty-four (24) hours of the public announcement of any such Subsequent Financing and Lender shall notify Borrower of its intention to participate in such Subsequent Financing as soon as possible thereafter, but in any event, not later than eight (8) hours prior to the pricing of such Subsequent Financing or such earlier time as the managing underwriter shall specify in its reasonable discretion.

7.20 Covenants Regarding uniQure France, ~~and~~ Corlieve AG **and uniQure UK**.

(a) If requested by the Agent, (i) uniQure Holdings shall promptly execute and deliver in favor of Lender a French-law pledge agreement in respect of the shares of uniQure France owned by uniQure Holdings together with such other related documents and filings as may be reasonably requested by the Agent to perfect or give the highest priority to Lender's Lien on such shares (in each case in form and substance reasonably satisfactory to the Agent), ~~and~~ (ii) uniQure Holdings shall promptly execute and deliver in favor of Lender a Swiss-law pledge agreement in respect of the shares of Corlieve AG owned by uniQure Holdings together with such other related documents and filings as may be reasonably requested by the Agent to perfect or give the highest priority to Lender's Lien on such shares (in each case in form and substance reasonably satisfactory to the Agent); provided that in each case such additional steps shall in no event include the opening of a special bank account pledged as an accessory to the financial securities account holding the shares on uniQure France or Corlieve AG owned by uniQure Holdings, **and (iii) uniQure Bio shall promptly execute and deliver in favor of Lender a UK-law pledge agreement in respect of the shares of uniQure UK owned by uniQure Bio together with such other related documents and filings as may be reasonably requested by the Agent to perfect or give the highest priority to Lender's Lien on such shares (in each case in form and substance reasonably satisfactory to the Agent)**.

(b) No Obligor shall be permitted to make any Investment in uniQure France or Corlieve AG or payment pursuant to the Corlieve Sale and Purchase Agreement other than (i) Investments by any Obligor in uniQure France, the proceeds of which shall be used for research and development of the acquired Product (as defined in the Corlieve Sale and Purchase Agreement) and reasonably related activities or to make such payments in the ordinary course of business as are required to comply with applicable laws and regulations, including (for the avoidance of doubt) payment of taxes; provided that such Investments under this clause (i) may not be made if the aggregate amount on deposit in the Corlieve Operating Accounts would exceed €2,500,000; and (ii) any other payments required to be made pursuant to the Corlieve Sale and Purchase Agreement after the 2025 Closing Date in an aggregate amount not to exceed €50,000,000.

(c) No Obligor shall be permitted to make any Investment in uniQure UK other than Investments for the funding of drug inventory, commercial distribution, and reasonably related activities; provided that such Investments may not be made if the aggregate amount on deposit in the Deposit Accounts of uniQure UK would exceed £2,500,000 in the aggregate for a period of more than 15 consecutive Business Days.

(d) **Neither** Corlieve AG ~~shall not~~ **nor uniQure UK shall** own any Intellectual Property unless and until it becomes an Obligor pursuant to Section 7.13 hereof.

7.21 Financial Covenants

(a) Minimum Cash. Beginning on April 1, 2026 (the "**Initial Test Date**"), Borrower shall maintain at all times Unrestricted Cash in an amount equal to or greater than sixty five percent

(65%) of aggregate principal amount of the Term Loan Advances; provided that, such percentage shall be reduced to fifty percent (50%) upon the occurrence of the Tranche 2 Milestone, and shall be further reduced to thirty five percent (35%) upon the occurrence of either Commercial Milestone 1 or Commercial Milestone 2. The Initial Test Date shall be extended to January 1, 2027 upon the occurrence of the Financing Milestone.

Compliance with the covenant set forth in the first sentence of this Section 7.21(a) shall be waived for any day to the extent that Borrower maintains a minimum Market Capitalization of at least $1,200,000,000 (for the avoidance of doubt, if Borrower fails to so maintain a minimum Market Capitalization for any day as required by this sentence, then Borrower shall be required to comply with the financial covenant set forth in this Section 7.21(a) for such day).

(b) Performance Covenant. Beginning with the delivery of the monthly Financial Statements in accordance with Section 7.1(a) for the monthly period ending nine (9) months following the occurrence of the Approval Milestone, and tested monthly from and after such date, Borrower shall maintain Net Product Revenue during each consecutive period of six (6) calendar months ended on the last day of such tested month of at least sixty percent (60%) of the Borrower's Commercial Revenue Forecast.

Compliance with the Performance Covenant set forth in this Section 7.21(b) shall be waived for any particular month to the extent that Borrower maintains either (x) (1) a Market Capitalization greater than or equal to $1,200,000,000 for the period beginning on the first day of such month through and including the date on which Borrower has delivered the financial statements pursuant to Section 7.1(a) hereof and (2) Unrestricted Cash in an aggregate amount equal to or greater than sixty percent (60%) of the aggregate principal amount of the Term Loan Advances or (y) Unrestricted Cash in an aggregate amount equal to or greater than one hundred percent (100%) of the aggregate principal amount of the Term Loan Advances.

7.22 Notification of Event of Default. Borrower shall notify Agent promptly, but in any event within three (3) Business Days of the occurrence of any Event of Default.

SECTION 8. EVENTS OF DEFAULT

The occurrence of any one or more of the following events shall be an Event of Default:

8.1 Payments. Borrower fails to pay any amount when due under this Agreement or any of the other Loan Documents unless its failure to pay is caused by administrative or technical error and payment is made within three (3) Business Days of its due date; or

8.2 Covenants. Borrower breaches or defaults in the performance of any covenant or Secured Obligation under this Agreement (other than a breach or default covered by Section 8.1), and (a) with respect to a default under any covenant under this Agreement (other than under Sections 6, 7.1(g), 7.5, 7.6, 7.7, 7.8, 7.9, 7.15, 7.16, 7.17, 7.20(b), 7.21 or 7.22) such default continues for more than 15 Business Days after the earlier of the date on which (i) Agent or Lender has given notice of such default to Borrower and (ii) Borrower has actual knowledge of such default or (b) with respect to a default under any of Sections 6, 7.1(g), 7.5, 7.6, 7.7, 7.8, 7.9, 7.15, 7.16, 7.17, 7.20(b), 7.21 or 7.22, the occurrence of such default; or

8.3 Material Adverse Effect. A circumstance has occurred that would reasonably be expected to have a Material Adverse Effect; or

8.4 Other Loan Documents. The occurrence of any default under any Loan Document (other than this Agreement) and such default continues for more than 15 Business Days after the earlier of (a) Lender has given notice of such default to Borrower, or (b) Borrower has actual knowledge of such default; or

8.5 Representations. Any material representation or warranty made by Borrower in any Loan Document shall have been false or misleading in any material respect when made; or

8.6 Insolvency. Borrower (A) (i) shall make an assignment for the benefit of creditors; or (ii) shall be unable to pay its debts as they become due, or be unable to pay or perform under the Loan Documents, or shall become insolvent; or (iii) shall file a voluntary petition in bankruptcy; or (iv) shall file any petition, answer, or document seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation pertinent to such circumstances; or (v) shall seek or consent to or acquiesce in the appointment of any trustee, receiver, or liquidator of Borrower or of all or any substantial part (i.e., 33-1/3% or more) of the assets or property of Borrower; or (vi) shall cease operations of its business as its business has normally been conducted, or terminate substantially all of its employees; (vii) Borrower or its directors or majority shareholders shall take any action initiating any of the foregoing actions described in clauses (i) through (vi); or (B) either (i) forty-five (45) days shall have expired after the commencement of an involuntary action against Borrower seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, without such action being dismissed or all orders or proceedings thereunder affecting the operations or the business of Borrower being stayed; or (ii) a stay of any such order or proceedings shall thereafter be set aside and the action setting it aside shall not be timely appealed; or (iii) Borrower shall file any answer admitting or not contesting the material allegations of a petition filed against Borrower in any such proceedings; or (iv) the court in which such proceedings are pending shall enter a decree or order granting the relief sought in any such proceedings; or (v) thirty (30) days shall have expired after the appointment, without the consent or acquiescence of Borrower, of any trustee, receiver or liquidator of Borrower or of all or any substantial part of the properties of Borrower without such appointment being vacated; or

8.7 Attachments; Judgments. Any portion of Borrower's assets is attached or seized, or a levy is filed against any such assets (and such attachment, seizure or levy is not lifted or released within 30 days), or a judgment or judgments (no longer subject to appeal) is/are entered for the payment of money, individually or in the aggregate, of at least $2,000,000, unless otherwise waived by Lender in its reasonable discretion, or Borrower is enjoined or in any way prevented by court order from conducting any part of its business; or

8.8 Other Obligations. The occurrence of any default (beyond any applicable grace, appeal or cure periods) under any agreement or obligation of Borrower involving any Indebtedness in excess of $1,000,000, or the occurrence of any default by the Borrower under any agreement or obligation of Borrower that could reasonably be expected to have a Material Adverse Effect.

SECTION 9. REMEDIES

9.1 General. On and at any time after the occurrence of an Event of Default which is continuing (i) Lender may, at its option, accelerate and demand payment of all or any part of the Secured Obligations and together with the Prepayment Charge and End of Term Charge and declare them to be immediately due and payable (provided, that upon the occurrence of an Event of Default of the type described in Section 8.6, all of the Secured Obligations shall automatically be accelerated and made due and payable, in each case without any further notice or act), and (ii) Lender may notify any of Borrower's account debtors to make payment directly to Lender, compromise the amount of any such account on Borrower's behalf and endorse Lender's name without recourse on any such payment for deposit directly to Lender's account.

9.2 Collection; Foreclosure. Unless otherwise agreed in the Collateral Documents, on and at any time after the occurrence of an Events of Default which is continuing, Lender may, at any time or from time to time, apply, collect, liquidate, sell in one or more sales, lease or otherwise dispose of, any or all of the Collateral, in its then condition or following any commercially reasonable preparation or processing, in such order as Lender may elect, in each case to the extent permitted under applicable law. Any such sale may be made either at public or private sale at its place of business or elsewhere. Borrower agrees that any such public or private sale may occur upon ten (10) calendar days' prior written notice to Borrower. Lender may require Borrower to assemble the Collateral and make it available to Lender at a place designated by Lender that is reasonably convenient to Lender and Borrower. The proceeds of any sale, disposition or other realization upon all or any part of the Collateral shall be applied by Lender in the following order of priorities:

First, to Lender in an amount sufficient to pay in full Lender's costs and professionals' and advisors' fees and expenses as described in Section 10.10;

Second, to Lender in an amount equal to the then unpaid amount of the Secured Obligations (including principal, interest, and the Default Rate interest), in such order and priority as Lender may choose in its sole discretion; and

Finally, after the full, final, and indefeasible payment in Cash of all of the Secured Obligations, to any creditor holding a junior Lien on the Collateral, or to Borrower or its representatives or as a court of competent jurisdiction may direct.

Lender shall be deemed to have acted reasonably in the custody, preservation and disposition of any of the Collateral if it complies with the obligations of a secured party under the UCC.

9.3 No Waiver. Lender shall be under no obligation to marshal any of the Collateral for the benefit of Borrower or any other Person, and Borrower expressly waives all rights, if any, to require Lender to marshal any Collateral.

9.4 Cumulative Remedies. The rights, powers and remedies of Lender hereunder shall be in addition to all rights, powers and remedies given by statute or rule of law and are cumulative. The exercise of any one or more of the rights, powers and remedies provided herein shall not be construed as a waiver of or election of remedies with respect to any other rights, powers and remedies of Lender.

SECTION 10. MISCELLANEOUS

10.1 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective only to the extent and duration of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

10.2 Notice. Except as otherwise provided herein, any notice, demand, request, consent, approval, declaration, service of process or other communication (including the delivery of Financial Statements) that is required, contemplated, or permitted under the Loan Documents or with respect to the subject matter hereof shall be in writing, and shall be deemed to have been validly served, given, delivered, and received upon the earlier of: (i) the day of transmission by facsimile or hand delivery or delivery by an overnight express service or overnight mail delivery service; or (ii) the third calendar day after deposit in the United States mails, with proper first class postage prepaid, in each case addressed to the party to be notified as follows:

If to Agent:
HERCULES CAPITAL, INC.
1 North B Street, Suite 2000
San Mateo, CA 94401
Telephone: [***]
Email: [***]
Attn: Chief Legal Officer and Bryan Jadot

If to Lender:
HERCULES CAPITAL, INC.
HERCULES PRIVATE GLOBAL VENTURE GROWTH FUND I L.P.
1 North B Street, Suite 2000
San Mateo, CA 94401
Telephone: [***]
Email: [***]
Attn: Chief Legal Officer and Bryan Jadot

If to Borrower:
uniQure biopharma B.V.
Attention: Chief Financial Officer
Paasheuvelweg 25a
1105 BP Amsterdam
The Netherlands

With copy to:
uniQure N.V.
Attention: Chief Legal Officer
1 Hartwell Ave.
Lexington, MA 02421
USA

Email: [***]

or to such other address as each party may designate for itself by like notice.

10.3 Entire Agreement; Amendments. This Agreement and the other Loan Documents constitute the entire agreement and understanding of the parties hereto in respect of the subject matter hereof and thereof, and supersede and replace in their entirety any prior proposals, term sheets, non-disclosure or confidentiality agreements, letters, negotiations or other documents or agreements, whether written or oral, with respect to the subject matter hereof or thereof (including Lender's proposal letter dated August 28, 2025). None of the terms of this Agreement or any of the other Loan Documents may be amended except by an instrument executed by each of the parties hereto.

10.4 No Strict Construction. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

10.5 No Waiver. The powers conferred upon Lender by this Agreement are solely to protect its rights hereunder and under the other Loan Documents and its interest in the Collateral and shall not impose any duty upon Lender to exercise any such powers. No omission or delay by Lender at any time to enforce any right or remedy reserved to it, or to require performance of any of the terms, covenants or provisions hereof by Borrower at any time designated, shall be a waiver of any such right or remedy to which Lender is entitled, nor shall it in any way affect the right of Lender to enforce such provisions thereafter.

10.6 Survival. All agreements, representations and warranties contained in this Agreement and the other Loan Documents or in any document delivered pursuant hereto or thereto shall be for the benefit of Lender and shall survive the execution and delivery of this Agreement and the expiration or other termination of this Agreement.

10.7 Successors and Assigns. The provisions of this Agreement and the other Loan Documents shall inure to the benefit of and be binding on Borrower and its permitted assigns (if any). Borrower shall not assign its obligations under this Agreement or any of the other Loan Documents without Lender's express prior written consent, and any such attempted assignment shall be void and of no effect. Lender may assign, transfer, or endorse its rights hereunder and under the other Loan Documents without prior notice to Borrower, and all of such rights shall inure to the benefit of Lender's successors and assigns.

10.8 Governing Law. This Agreement and the other Loan Documents shall be governed by, and construed and enforced in accordance with, the laws of the Netherlands.

10.9 Jurisdiction. The courts (*Rechtbank*) of Amsterdam, the Netherlands, subject to ordinary appeal and final appeal shall have exclusive jurisdiction to hear and determine any suit, action or proceeding and to settle any disputes arising out of or in connection with this Agreement and the other Loan Documents (including a dispute regarding the existence, validity or termination of this Agreement or the consequences of its nullity) and, for such purposes, each of the parties hereto irrevocably submits to the exclusive jurisdiction of such courts. This Section is for the benefit of the Lender only. As a result, the Lender may take proceedings relating to a dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions.

10.10 Professional Fees. Borrower promises to pay Lender's documented out-of-pocket fees and expenses necessary to finalize the loan documentation, including but not limited to reasonable documented attorneys' fees, UCC searches, filing costs, and other miscellaneous expenses up to a maximum amount of $10,000 and Agent confirms as of the Restatement Date that there are no other legal fees owing as of such date. In addition, Borrower promises to pay any and all reasonable documented attorneys' and other professionals' fees and expenses (including fees and expenses of in-house counsel) incurred by Lender after the Restatement Date in connection with or related to: (a) the Loan; (b) the administration, collection, or enforcement of the Loan; (c) the amendment or modification of the Loan Documents; (d) any waiver, consent, release, or termination under the Loan Documents; (e) the protection, preservation, sale, lease, liquidation, or disposition of Collateral or the exercise of remedies with respect to the Collateral; (f) any legal, litigation, administrative, arbitration, or out of court proceeding in connection with or related to Borrower or the Collateral, and any appeal or review thereof; and (g) any bankruptcy, restructuring, reorganization, assignment for the benefit of creditors, workout, foreclosure, or other action related to Borrower, the Collateral, the Loan Documents, including representing Lender in any adversary proceeding or contested matter commenced or continued by or on behalf of Borrower's estate, and any appeal or review thereof.

10.11 Confidentiality. Lender acknowledges that all financial statements provided to Lender by Borrower and certain items of Collateral and information provided to Lender by Borrower are confidential and proprietary information of Borrower, if and to the extent such information either (x) is marked as confidential by Borrower at the time of disclosure, or (y) should reasonably be understood to be confidential (the "**Confidential Information**"). Accordingly, Lender agrees that any Confidential Information it may obtain in the course of acquiring, administering, or perfecting Lender's security interest in the Collateral shall not be disclosed to any other person or entity in any manner whatsoever, in whole or in part, without the prior written consent of Borrower, except that Lender may disclose any such information: (a) to its own directors, officers, employees, accountants, counsel and other professional advisors and to its affiliates if Lender in its sole discretion determines that any such party should have access to such information in connection with such party's responsibilities in connection with the Loan or this Agreement and, provided that such recipient of such Confidential Information either (i) agrees to be bound by the confidentiality provisions of this paragraph or (ii) is otherwise subject to confidentiality restrictions that reasonably protect against the disclosure of Confidential Information; (b) if such information is generally available to the public; (c) if required or appropriate in any report, statement or testimony submitted to any governmental authority having or claiming to have jurisdiction over Lender; (d) if required or appropriate in response to any summons or subpoena or in connection with any litigation, to the extent permitted or deemed advisable by Lender's counsel; (e) to comply with any legal requirement or law applicable to Lender; (f) to the extent reasonably necessary in connection with the exercise of any right or remedy under any Loan Document, including Lender's sale, lease, or other disposition of Collateral after the occurrence and during the continuance of an Event of Default; (g) to any participant or assignee of Lender or any prospective participant or assignee; provided, that such participant or assignee or prospective participant or assignee agrees in writing to be bound by this Section prior to disclosure; or (h) otherwise with the prior consent of Borrower; provided, that any disclosure made in violation of this Agreement shall not affect the obligations of Borrower or any of its affiliates or any guarantor under this Agreement or the other Loan Documents.

10.12 Assignment of Rights. Borrower acknowledges and understands that Lender may sell and assign all or part of its interest hereunder and under the Loan Documents to any person or entity (an "**Assignee**"). After such assignment the term "Lender" as used in the Loan Documents shall mean and include such Assignee, and such Assignee shall be vested with all rights, powers and remedies of Lender hereunder with respect to the interest so assigned; but with respect to any such interest not so transferred, Lender shall retain all rights, powers and remedies hereby given. No such assignment by Lender shall relieve Borrower of any of its obligations hereunder. Lender agrees that in the event of any transfer by it of the Note(s) (if any), it will endorse thereon a notation as to the portion of the principal of the Note(s), which shall have been paid at the time of such transfer and as to the date to which interest shall have been last paid thereon.

10.13 Revival of Secured Obligations. This Agreement and the Loan Documents shall remain in full force and effect and continue to be effective if any petition is filed by or against Borrower for liquidation or reorganization, if Borrower becomes insolvent or makes an assignment for the benefit of creditors, if a receiver or trustee is appointed for all or any significant part of Borrower's assets, or if any payment or transfer of Collateral is recovered from Lender. The Loan Documents and the Secured Obligations and Collateral security shall continue to be effective, or shall be revived or reinstated, as the case may be, if at any time payment and performance of the Secured Obligations or any transfer of Collateral to Lender, or any part thereof is rescinded, avoided or avoidable, reduced in amount, or must otherwise be restored or returned by, or is recovered from, Lender or by any obligee of the Secured Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment, performance, or transfer of Collateral had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, avoided, avoidable, restored, returned, or recovered, the Loan Documents and the Secured Obligations shall be deemed, without any further action or documentation, to have been revived and reinstated except to the extent of the full, final, and indefeasible payment to Lender in Cash.

10.14 Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument.

10.15 Publicity.

(a) Borrower consents to the publication and use by Lender and any of its member businesses and affiliates of (i) Borrower's name (including a brief description of the relationship between Borrower and Lender) and logo for use on Lender's website and as required for the purposes of filings with or reports to governmental authorities required by law, and (ii) after review and approval by Borrower (a) Borrower's name and a hyperlink to Borrower's web site, separately or together, in written and oral presentations, advertising, promotional and marketing materials, client lists, public relations materials or on its web site (together, the "**Lender Publicity Materials**"); (b) the names of officers of Borrower in the Lender Publicity Materials; and (c) Borrower's name, trademarks or servicemarks in any news release concerning Lender.

(b) Neither Borrower nor any of its member businesses and affiliates shall, without Lender's consent, publicize or use, for any purpose other than filings with or reports to governmental authorities required by law and the rules of any applicable securities commission or securities exchange, (i) Lender's name (including a brief description of the relationship between Borrower and Lender), logo or hyperlink to Lender's web site, separately or together, in written and oral presentations, advertising, promotional and marketing materials, client lists, public relations materials or on its web site (together, the "**Borrower Publicity Materials**"); (ii) the names of officers of Lender in the Borrower Publicity Materials; and (iii) Lender's name, trademarks, servicemarks in any news release concerning Borrower.

10.16 Existing Loan and Security Agreement Amended and Restated. Upon satisfaction of the conditions precedent to the effectiveness of this Agreement, (a) this Agreement shall amend and restate the Existing Loan and Security Agreement in its entirety (except to the extent that definitions from the Existing Loan and Security Agreement are incorporated herein by reference) and (b) the rights and obligations of the parties under the Existing Loan and Security Agreement shall be subsumed within, and be governed by, this Agreement; provided, however, that the Borrower hereby agrees that all Secured Obligations of the Borrower under, and as defined in, the Existing Loan and Security Agreement and the other Loan Documents shall remain outstanding, shall constitute continuing Secured Obligations secured by the Collateral, and this Agreement shall not be deemed to evidence or result in a novation or repayment and re-borrowing of such obligations and other liabilities. Borrower hereby acknowledges and reaffirms each and every Loan Document entered into in connection with the Existing Loan and Security Agreement and acknowledges that each such Loan Document remains in full force and effect and enforceable against Borrower in accordance with its respective terms after giving effect to the execution and delivery of this Agreement without further action by Lender, Borrower or any other Person. All reference to the "Loan and Security Agreement" in each such Loan Document shall be deemed to be a reference to this Agreement.

10.17 Agency. Lender hereby irrevocably appoints HERCULES CAPITAL, INC. to act on its behalf as agent hereunder and under the other Loan Documents and authorizes the agent to take such actions on its behalf and to exercise such powers as are delegated to the agent by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto.

(SIGNATURES TO FOLLOW)

AGENT:

HERCULES CAPITAL, INC.

Signature: ______________________________

Print Name: [***]

Title: [***]

LENDER:

HERCULES CAPITAL, INC.

Signature: ______________________________

Print Name: [***]

Title: [***]

HERCULES PRIVATE GLOBAL VENTURE GROWTH FUND I L.P.

By: Hercules Private Global Venture Growth Fund GP I LLC, its general partner

By: Hercules Adviser LLC, its sole member

Signature: ______________________________

Print Name: [***]
Title: [***]

IN WITNESS WHEREOF, the Obligors and Lender have duly executed and delivered this Loan and Security Agreement as of the day and year first above written.

BORROWER:

UNIQURE BIOPHARMA B.V.

Signature: ______________________________
Print Name: Christian Klemt
Title: Chief Financial Officer, Director

UNIQURE, INC.

Signature: ______________________________
Print Name: Matt Kapusta
Title: Chief Executive Officer

OBLIGORS:

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

Signature: ______________________________
Print Name: Matt Kapusta
Title: Chief Executive Officer

UNIQURE IP B.V.

Signature: ______________________________
Print Name: Matt Kapusta
Title: Chief Executive Officer

Table of Addenda, Exhibits and Schedules

EXHIBIT A
ADVANCE REQUEST

To: Lender: Date: ________________, 202_

HERCULES CAPITAL, INC.
HERCULES PRIVATE GLOBAL VENTURE GROWTH FUND I L.P.
1 North B Street, Suite 2000
San Mateo, CA 94401
Telephone: [***]
Email: [***]
Attn: Chief Legal Officer and Bryan Jadot

UNIQURE BIOPHARMA B.V., and UNIQURE, INC., (hereinafter collectively referred to as "**Borrower**") hereby requests from [HERCULES CAPITAL, INC.][HERCULES PRIVATE GLOBAL VENTURE GROWTH FUND I L.P.] ("**Lender**") a Term Loan Advance in the amount of _________________Dollars ($_______________) on ______________ (the "**Advance Date**") pursuant to the Third Amended and Restated Loan and Security Agreement between, among others, Borrower and Lender (the "**Agreement**"). Capitalized words and other terms used but not otherwise defined herein are used with the same meanings as defined in the Agreement.

Please:

(a) Issue a check payable to Borrower _____________

or

(h) Wire Funds to Borrower's account _____________

Bank: ___________________________________
Address: ___________________________________
ABA Number: ___________________________________
Account Number: ___________________________________
Account Name: ___________________________________

Borrower represents that the conditions precedent to the Term Loan Advance set forth in the Agreement are satisfied and shall be satisfied upon the making of such Term Loan Advance, including but not limited to: (i) that no event that has had or could reasonably be expected to have a Material Adverse Effect has occurred and is continuing; (ii) that the representations and warranties set forth in the Agreement are and shall be true and correct in all material respects on and as of the Advance Date with the same effect as though made on and as of such date, except to the extent such representations and warranties expressly relate to an earlier date; (iii) that Borrower is in compliance with all the terms and provisions set forth in each Loan Document on its part to be observed or performed; and (iv) that as of the Advance Date, no fact or condition exists that would (or would, with the passage of time, the giving of notice, or both) constitute an Event of Default under the Loan Documents. Borrower understands and acknowledges that Lender has the right to review the financial information supporting this representation and, based upon such review in its reasonable discretion, Lender may decline to fund the requested Term Loan Advance.

Borrower hereby represents that Borrower's corporate status and principal place of business have not changed since the date of the Agreement or, if the Attachment to this Advance Request is completed, are as set forth in the Attachment to this Advance Request.

Borrower agrees to notify Lender promptly before the funding of the Term Loan Advance if any of the matters which have been represented above shall not be true and correct on the Advance Date and if Lender has received no such notice before the Advance Date then the statements set forth above shall be deemed to have been made and shall be deemed to be true and correct as of the Advance Date.

Executed as of [________________], 202__

BORROWER:

UNIQURE BIOPHARMA B.V.

Signature: ________________________________
Print Name: Christian Klemt
Title: Chief Financial Officer, Director

UNIQURE, INC.

Signature: ________________________________
Print Name: Matt Kapusta
Title: Chief Executive Officer

ATTACHMENT TO ADVANCE REQUEST

Dated: __________

Borrower hereby represents and warrants to Lender that Borrower's current name and organizational status is as follows:

Name: ______________________________

Type of organization: ______________________________

State of organization: ______________________________

Organization file number: ______________________________

Borrower hereby represents and warrants to Lender that the street addresses, cities, states and postal codes of its current locations are as follows:

EXHIBIT B
THIRD AMENDED AND RESTATED PROMISSORY NOTE

$__________________ Maturity Date: _______________, 20__

FOR VALUE RECEIVED, (i) UNIQURE BIOPHARMA B.V., a private limited liability company incorporated and existing under the laws of the Netherlands, having its corporate seat at Amsterdam, the Netherlands and registered at the trade register of the Chamber of Commerce for Amsterdam under number 34275365 ("**uniQure Bio**"), (ii) UNIQURE, Inc., a Delaware corporation ("**US Borrower**" and together with uniQure Bio hereinafter collectively referred to as "**Borrower**") hereby promises to pay to the order of HERCULES PRIVATE GLOBAL VENTURE GROWTH FUND I L.P., a Delaware limited partnership][HERCULES CAPITAL, INC., a Maryland corporation] (the "Lender") or the holder of this Third Amended and Restated Promissory Note (this "**Promissory Note**") at 1 North B Street, Suite 2000, San Mateo, CA 94401 or such other place of payment as the holder of this Promissory Note may specify from time to time in writing, in lawful money of the United States of America, the principal amount of _____________________ Dollars ($______________) or such other principal amount as Lender has advanced to

Borrower, together with interest at a floating rate as set forth in Section 2.1(d) of the Loan Agreement referenced below.

This Promissory Note is the Note referred to in, and is executed and delivered in connection with, that certain Third Amended and Restated Loan and Security Agreement dated December 15, 2021, by and between, among others, Borrower and Lender (as the same may from time to time be amended, modified or supplemented in accordance with its terms, the "**Loan Agreement**"), and is entitled to the benefit and security of the Loan Agreement and the other Loan Documents (as defined in the Loan Agreement), to which reference is made for a statement of all of the terms and conditions thereof. All payments shall be made in accordance with the Loan Agreement. All terms defined in the Loan Agreement shall have the same definitions when used herein, unless otherwise defined herein. An Event of Default under the Loan Agreement shall constitute a default under this Promissory Note.

Borrower agrees to make all payments under this Promissory Note without setoff, recoupment or deduction and regardless of any counterclaim or defense. This Promissory Note has been negotiated and delivered to Lender and is payable in the State of California. This Promissory Note shall be governed by and construed and enforced in accordance with, the laws of the Netherlands, excluding any conflicts of law rules or principles that would cause the application of the laws of any other jurisdiction.

BORROWER:

UNIQURE BIOPHARMA B.V.

Signature: ______________________________
Print Name: Christian Klemt
Title: Chief Financial Officer, Director

UNIQURE, INC.

Signature: ______________________________
Print Name: Matt Kapusta
Title: Chief Executive Officer

EXHIBIT C
NAME, LOCATIONS, AND OTHER INFORMATION FOR BORROWER

1. US Borrower represents and warrants to Agent that its current name and organizational status as of the2025 Closing Date is as follows:

Name:	UNIQURE, INC.
Type of organization:	Corporation
State of organization:	Delaware
Organization file number:	5330494

2. uniQure Bio represents and warrants to Agent that its current name and organizational status as of the 2025 Closing Date is as follows:

Name:	UNIQURE BIOPHARMA B.V.
Type of organization:	Private Limited Company
State of organization:	The Netherlands
Organization file number:	34275365

3. Borrower represents and warrants to Agent that for five (5) years prior to the 2025 Closing Date, Borrower did not do business under any other name or organization or form.

4. Borrower represents and warrants to Agent that on the 2025 Closing Date its principal executive office is at Paasheuvelweg 25a, 1105 BP Amsterdam, the Netherlands.

EXHIBIT D
BORROWER'S PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES

[PROVIDED SEPARATELY]

EXHIBIT E
BORROWER'S DEPOSIT ACCOUNTS AND INVESTMENT ACCOUNTS

[***]

EXHIBIT F
COMPLIANCE CERTIFICATE

Hercules Capital, Inc. (as "Agent")
1 North B Street, Suite 2000
San Mateo, CA 94401
Telephone: [***]
Email: [***]
Attn: Chief Legal Officer and Bryan Jadot

Reference is made to that certain Third Amended and Restated Loan and Security Agreement dated December 15, 2021 and the Loan Documents (as defined therein) entered into in connection with such Third Amended and Restated Loan and Security Agreement all as may be amended from time to time (hereinafter referred to collectively as the "Loan Agreement") by and among Hercules Capital, Inc. (the "Agent"), the several banks and other financial institutions or entities from time to time party thereto (collectively, the "Lender") and Hercules Capital, Inc., as agent for the Lender (the "Agent") and UNIQURE BIOPHARMA B.V. and UNIQURE, Inc., (hereinafter collectively referred to as "Borrower"), as Borrower. All capitalized terms not defined herein shall have the same meaning as defined in the Loan Agreement.

The undersigned is an Officer of UNIQURE N.V., knowledgeable of all UNIQURE N.V.'s financial matters, and is authorized to provide certification of information regarding UNIQURE N.V.; hereby certifies that in accordance with the terms and conditions of the Loan Agreement, UNIQURE N.V. is in compliance for the period ending _______________ of all covenants, conditions and terms and hereby reaffirms that all representations and warranties contained therein are true and correct in all material respects on and as of the date of this Compliance Certificate with the same effect as though made on and as of such date, except to the extent such representations and warranties expressly relate to an earlier date, after giving effect in all cases to any standard(s) of materiality contained in the Loan Agreement as to such representations and warranties. Attached are the required documents supporting the above certification. The undersigned further certifies that these are prepared in accordance with Accounting Standards (except for the absence of footnotes with respect to unaudited financial statement and subject to normal year-end adjustments) and are consistent from one period to the next except as explained below.

REPORTING REQUIREMENT	REQUIRED	CHECK IF ATTACHED
Interim Financial Statements	Monthly within 30 days	
Interim Financial Statements	Quarterly within 60 days	
Audited Financial Statements	FYE within 180 days	

ACCOUNTS OF BORROWER AND ITS SUBSIDIARIES AND AFFILIATES

The undersigned hereby also confirms, on behalf of UNIQURE N.V., that the below disclosed accounts represent all depository accounts and securities accounts presently open in the name of each Borrower or Borrower's Subsidiary/Affiliate (to the extent such Subsidiary/Affiliate is an Obligor), as applicable.

Each new account that has been opened since delivery of the previous Compliance Certificate is designated below with a "*".

		Depository AC #	**Financial Institution**	**Account Type (Depository / Securities)**	**Last Month Ending Account Balance**	**Purpose of Account**	**Excluded Account (Y/N)**
BORROWER Name/Address:							
	1						
	2						
	3						
	4						
	5						
	6						
	7						
OBLIGOR Name/Address							
	1						
	2						
	3						
	4						
	5						
	6						
	7						

FINANCIAL COVENANTS [1]

Borrower Minimum Unrestricted Cash: $________________ (Minimum: $____________)

Complies: ___ Yes ___ No

[1] Borrower is not required to comply with these financial covenants if the circumstances specified in Sections 7.21(a) and 7.21(b) of the Loan Agreement apply.

Borrower Net Product Revenue during each consecutive period of six (6) calendar months ended on the last day of such tested month: % of Borrower’s Commercial Revenue Forecast_________________

Complies: ___ Yes ___ No

Very Truly Yours,

UNIQURE N.V.

Signature: ______________________________

Print Name: ______________________________

Title: ______________________________

EXHIBIT G
FORM OF JOINDER AGREEMENT

This Joinder Agreement (the "**Joinder Agreement**") is made and dated as of [_______], 20[___], and is entered into by and between **_____________**, a **_____________** corporation ("**Subsidiary**"), and HERCULES CAPITAL, Inc., a Maryland corporation, as agent on behalf itself and other lenders ("**Agent**").

RECITALS

A. Subsidiary's Affiliates, (i) UNIQURE BIOPHARMA B.V., and UNIQURE, INC., (hereinafter collectively referred to as "**Borrower**") have, among others, entered into that certain Third Amended and Restated Loan and Security Agreement dated December 15, 2021, with the lenders party thereto, as such agreement may be amended (the "**Loan Agreement**"), together with the other agreements executed and delivered in connection therewith;

B. Subsidiary acknowledges and agrees that it will benefit both directly and indirectly from Borrower's execution of the Loan Agreement and the other agreements executed and delivered in connection therewith;

AGREEMENT

NOW THEREFORE, Subsidiary and Agent agree as follows:

1. The recitals set forth above are incorporated into and made part of this Joinder Agreement. Capitalized terms not defined herein shall have the meaning provided in the Loan Agreement.

2. By signing this Joinder Agreement, Subsidiary shall be bound by the terms and conditions of the Loan Agreement the same as if it were the Borrower (as defined in the Loan Agreement) under the Loan Agreement, mutatis mutandis, provided however, that Agent shall have no duties, responsibilities or obligations to Subsidiary arising under or related to the Loan Agreement or the other agreements executed and delivered in connection therewith. Rather, to the extent that Agent has any duties, responsibilities or obligations arising under or related to the Loan Agreement or the other agreements executed and delivered in connection therewith, those duties, responsibilities or obligations shall flow only to Borrower and not to Subsidiary or any other person or entity. By way of example (and not an exclusive list): (a) Agent's providing notice to Borrower in accordance with the Loan Agreement or as otherwise agreed between Borrower and Agent shall be deemed provided to Subsidiary; (b) no Lender providing a Term Loan Advance to Borrower shall be deemed a Term Loan Advance to Subsidiary; and (c) Subsidiary shall have no right to request a Term Loan Advance or make any other demand on Agent or any Lender.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO JOINDER AGREEMENT]

SUBSIDIARY:

By: ________________________________
Name: ________________________________
Title: ________________________________
Address: ________________________________
Telephone: ________________________________
Facsimile: ________________________________

HERCULES CAPITAL, INC., as agent for Lender

By: ____
Name: _
Title: __

Address:
1 North B Street, Suite 2000
San Mateo, CA 94401
Telephone: [***]
Email: [***]

EXHIBIT H
ACH DEBIT AUTHORIZATION AGREEMENT

Hercules Capital, Inc. (as “Agent”)
1 North B Street, Suite 2000
San Mateo, CA 94401
Telephone: [***]
Email: [***]
Attn: Chief Legal Officer and Bryan Jadot

Re: Third Amended and Restated Loan and Security Agreement dated December 15, 2021 between, among others, (i) UNIQURE BIOPHARMA B.V., and UNIQURE, INC., (hereinafter collectively referred to as “**Borrower**”), the lenders party thereto and HERCULES CAPITAL, INC. as agent for itself and the lenders (“**Agent**”) (the “**Agreement**”)

In connection with the above referenced Agreement, Borrower hereby authorizes Agent to initiate debit entries for the periodic payments due under the Agreement to Borrower’s account indicated below. Borrower authorizes the depository institution named below to debit to such account.

DEPOSITORY NAME	BRANCH
____________________	____________________
CITY	STATE AND ZIP CODE
____________________	____________________
TRANSIT/ABA NUMBER	ACCOUNT NUMBER
____________________	____________________

This authority will remain in full force and effect so long as any amounts are due under the Agreement.

____
(Borrower)(Please Print)

By: ____________________________

Date: ____________________________

EXHIBIT I
DELIVERY INSTRUCTIONS

The Compliance Certificate shall be uploaded and executed via Lumonic[2] (or any such system designated by Agent in writing from time to time). All other financial reports required to be furnished to Agent pursuant to Section 7.1 shall be submitted via Lumonic (or any such system designated by Agent in writing from time to time).

The Compliance Certificate and other financial reports required to be furnished to Agent pursuant to Section 7.1 may be sent to [***] with a copy to [***], should access to Lumonic be temporarily unavailable.

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[2] All references to Lumonic shall be interpreted as the Portfolio Management Software currently in use by Agent. Lumonic can be reached at the following URL: https://lumonic.com/

SCHEDULE 1
LIST OF SUBSIDIARIES

1. **UNIQURE IP B.V.,** a private company with limited liability *(beslaten vennootschap met beperkte aansprakelijkheid),* incorporated under Dutch law, having its seat *(statutaire zetel)* in Amsterdam, The Netherlands, and its registered office at Paasheuvelweg 25a, 1105 BP Amsterdam, and registered with the Dutch Commercial Register *(Handelsregister)* under number 34275369

2. **UNIQURE BIOPHARMA B.V.,** a private company with limited liability *(besloten vennootschap met beperkte aansprakelijkheid),* incorporated under Dutch law, having its seat *(statutaire zetel)* in Amsterdam, The Netherlands, and its registered office at Paasheuvelweg 25a, 1105 BP Amsterdam, and registered with the Dutch Commercial Register *(Handelsregister)* under number 34275365

3. **UNIQURE, INC.,** a Delaware corporation, having its registered office in the State of Delaware at 1 Hartwell Place, Lexington, MA 02421 under number 5330494

4. **UNIQURE FRANCE SAS**, a société par actions simplifiée formed under the laws of France.

5. **Corlieve Therapeutics AG,** a company limited by shares (*aktiengesellschaft*) organized under the laws of Switzerland, it being understood, consented to, and agreed that such entity is undergoing a legal entity conversion and name change to become uniQure Switzerland GmbH, a limited liability company (*gesellschaft mit berschrankter haftung*) organized under the laws of Switzerland.

SCHEDULE 1.1
COMMITMENTS

TERM LOAN ADVANCES

LENDER	**TRANCHE 1 ADVANCES**	**TRANCHE 2 ADVANCES**	**TRANCHE 3 ADVANCES***
HERCULES CAPITAL, INC.	$27,500,000	$55,000,000	$25,000,000
HERCULES PRIVATE CREDIT FUND 1 L.P.	$10,000,000	$20,000,000	
HERCULES PRIVATE GLOBAL VENTURE GROWTH FUND I L.P.	$7,500,000	$15,000,000	
HERCULES VENTURE GROWTH CREDIT OPPORTUNITIES FUND 1 L.P.	$2,500,000	$5,000,000	
HERCULES GROWTH LENDING FUND IV LP	$2,500,000	$5,000,000	
TOTAL	$50,000,000	$100,000,000	$25,000,000

*Only following and conditioned on approval by Lenders' investment committee in its sole discretion,

SCHEDULE 1A
INDEBTEDNESS

Not applicable

SCHEDULE 1B
INVESTMENTS

Not applicable

SCHEDULE 1C
LIENS

[***]

SCHEDULE 5.3
CONSENTS, ETC.

Not applicable

SCHEDULE 5.5
ACTIONS BEFORE GOVERNMENTAL AUTHORITIES

Not applicable

SCHEDULE 5.8
TAX MATTERS

Not applicable

SCHEDULE 5.9
INTELLECTUAL PROPERTY CLAIMS

[***]

SCHEDULE 5.10
INTELLECTUAL PROPERTY

Not applicable

SCHEDULE 5.11
BORROWER PRODUCTS

[***]

SCHEDULE 5.14
CAPITALIZATION

Capitalization – see Annual Report on Form 10-K filed with the SEC on February 27, 2025, and Quarterly Reports on Form 10-Q filed with the SEC on May 9, 2025 and July 29, 2025.

Subsidiaries – see Schedule 1

Exhibit 31.1

Certification of Chief Executive Officer

I, Matthew Kapusta, certify that:

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

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

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

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

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

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

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

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

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

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

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

By: /s/ MATTHEW KAPUSTA

Matthew Kapusta
Chief Executive Officer
(Principal Executive Officer)
July 29, 2026

Exhibit 31.2

Certification of Chief Financial Officer

I, Christian Klemt, certify that:

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

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

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

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

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

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

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

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

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

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

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

By: /s/ CHRISTIAN KLEMT

Christian Klemt
Chief Financial Officer
(Principal Financial Officer)
July 29, 2026

Exhibit 32.1

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

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

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

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

By: /s/ MATTHEW KAPUSTA

Matthew Kapusta
Chief Executive Officer
(Principal Executive Officer)

July 29, 2026

By: /s/ CHRISTIAN KLEMT

Christian Klemt
Chief Financial Officer
(Principal Financial Officer)

July 29, 2026

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