

UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM S-8

REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933

UNIQUE N.V.

(Exact Name of Registrant as Specified in Its Charter)

Netherlands
(State or Other Jurisdiction of Incorporation or
Organization)

N/A
(I.R.S. Employer Identification
No.)

**Paasheuvelweg 25a,
1105 BP Amsterdam, The Netherlands**
(Address of Principal Executive Offices)

N/A
(Zip Code)

**Employee Stock Purchase Plan
2014 Share Incentive Plan**
(Full Title of the Plans)

**uniQure, Inc.
113 Hartwell Avenue
Lexington, MA 02421**
(Name and Address of Agent For Service)

Tel: +31 20 566 7394
(Telephone Number, Including Area Code, of Agent For Service)

Copies to:

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

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

Large accelerated filer ☐ o

Accelerated filer ☐ x

Non-accelerated filer ☐ o

(Do not check if a smaller reporting company) ☐ o

Smaller reporting company ☐ o

Emerging growth company ☐ x

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. ☐ x

CALCULATION OF REGISTRATION FEE

Name of Plan	Title of Securities to be Registered	Amount to be Registered	Proposed Maximum Offering Price Per Share	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee (3)
Employee Stock Purchase Plan	Ordinary Shares	150,000(1)(2)	\$ 35.09(3)	\$ 5,263,500(3)	\$ 655.31
2014 Share Incentive Plan	Ordinary Shares	3,000,000(4)(5)	\$ 35.09(3)	\$ 105,270,000(3)	\$ 13,106.12
TOTAL	Ordinary Shares	3,150,000	—	\$ 110,533,500	\$ 13,761.43

- (1) The 150,000 ordinary shares, par value €0.05 per share, of uniQure N.V. (the "Registrant") are being registered pursuant to the Registrant's Employee Stock Purchase Plan (the "Purchase Plan")
- (2) In addition, pursuant to Rule 416(a) under the Securities Act of 1933, as amended, (the "Securities Act"), this Registration Statement shall be deemed to cover an indeterminate amount of additional ordinary shares that may from time to time be issuable under the Purchase Plan as a result of any share split, share dividend or similar transactions.
- (3) Estimated solely for the purpose of calculating the registration fee pursuant to Rules 457(c) and 457(h) of the Securities Act of 1933, as amended, and based upon the average of the high and low prices of the Registrant's ordinary shares as reported on the Nasdaq Global Select Market on June 11, 2018.
- (4) The 3,000,000 ordinary shares, par value €0.05 per share, of the Registrant are being registered pursuant to the Registrant's 2014 Share Incentive Plan, as amended (the "2014 Plan")

- (5) In addition, pursuant to Rule 416(a) under the Securities Act this Registration Statement shall be deemed to cover an indeterminate amount of additional ordinary shares that may from time to time be issuable under the 2014 Plan as a result of any share split, share dividend or similar transactions.
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EXPLANATORY NOTE

This Registration Statement on Form S-8 (this “Registration Statement”) is being filed solely for the purposes of registering: (i) 150,000 ordinary shares, nominal value €0.05 per share (“Ordinary Shares”), of uniQure N.V., (the “Registrant”) to be offered to participants under the Registrant’s Employee Share Purchase Plan (the “Purchase Plan”), originally adopted at the annual general meeting of shareholders on June 13, 2018 and (ii) 3,000,000 additional Ordinary Shares of the Registrant to be offered to participants under the Registrant’s 2014 Share Incentive Plan (the “2014 Plan”), originally adopted at the annual general meeting of shareholders on January 9, 2014, as amended. The number of Ordinary Shares reserved and available for issuance under the 2014 Plan includes 5,601,471 shares which were previously registered with the Securities and Exchange Commission (the “Commission”) on Forms S-8 (File No. 333-197887 filed on August 6, 2014 and File No. 333-218005 filed on May 15, 2017) (the “Prior Registration Statements”). Pursuant to General Instruction E of Form S-8, the Prior Registration Statements are incorporated herein by reference, except as otherwise noted below.

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

Item 1. Plan Information.*

Item 2. Registrant Information and Employee Plan Annual Information.*

*The documents containing the information specified in “Item 1. Plan Information” and “Item 2. Registrant Information and Employee Plan Annual Information” of Form S-8 will be sent or given to participants of the Purchase Plan and the 2014 Plan, as applicable, as specified by Rule 428(b)(1) under the Securities Act. Such documents are not required to be, and are not, filed with the Commission either as part of this Registration Statement or as a prospectus or prospectus supplement pursuant to Rule 424 under the Securities Act. These documents and the documents incorporated by reference in this Registration Statement pursuant to Item 3 of Part II of Form S-8, taken together, constitute a prospectus that meets the requirements of Section 10(a) of the Securities Act.

PART II INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The following documents are incorporated herein by reference:

- (a) The Registrant’s annual report on Form 10-K for fiscal year ended December 31, 2017 filed with the Commission on March 14, 2018.
- (b) The Registrant’s quarterly report on Form 10-Q for the quarter ended March 31, 2018 filed with the Commission on April 30, 2018.
- (c) Current Reports on Form 8-K filed on April 30, 2018, May 3, 2018 and May 3, 2018.

- (d) The description of the securities contained in the registrant’s registration statement on Form 8-A (Registration No. 001-36294) filed with the Commission on January 31, 2014, under the Exchange Act, including any amendment or report filed for the purpose of updating such description.

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

Item 4. Description of Securities.

Not applicable.

Item 5. Interests of Named Experts and Counsel.

Not applicable.

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Item 6. Indemnification of Directors and Officers.

Although Dutch law does not expressly provide for the indemnification of officers and directors, the concept of indemnification of directors of a company for liabilities arising from their actions as members of the board is, in principle, accepted in the Netherlands. The registrant’s articles of association,

in principle, provide for indemnification of the board of directors by the company to the fullest extent permitted by Dutch law against liabilities, expenses and amounts paid in settlement relating to claims, actions, suits or proceedings to which a director becomes a party as a result of his or her position.

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

Item 7. Exemption from Registration Claimed.

Not applicable.

Item 8. Exhibits.

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

Number	Description	Notes
4.1	Articles of Association	Incorporated by reference to Exhibit No. 1.1 to the annual report on Form 10-K (file no. 001-36294) for the year ended December 31, 2016.
4.2	Employee Share Purchase Plan	Filed herewith.
4.3	2014 Share Incentive Plan	Filed herewith.
4.4	Form of Inducement Share Option Agreement under 2014 Share Incentive Plan.	Incorporated by reference to Exhibit No. 10.2 to the annual report on Form 10-K (file no. 001-36294) for the year ended December 31, 2016.
4.5	Form of Share Option Agreement under 2014 Share Incentive Plan.	Incorporated by reference to Exhibit No. 10.3 to the annual report on Form 10-K (file no. 001-36294) for the year ended December 31, 2016.
4.6	Form of Restricted Stock Unit Award under the 2014 Share Incentive Plan.	Incorporated by reference to Exhibit No. 10.4 to the annual report on Form 10-K (file no. 001-36294) for the year ended December 31, 2017.
4.7	Form of Performance Stock Unit Award under the 2014 Share Incentive Plan.	Incorporated by reference to Exhibit No. 10.5 to the annual report on Form 10-K (file no. 001-36294) for the year ended December 31, 2017.
5.1	Opinion of Rutgers Posch Visée Endedijk N.V., counsel to the Registrant	Filed herewith.
23.1	Consent of Rutgers Posch Visée Endedijk N.V. (included in Exhibit No. 5.1)	—
23.2	Consent of PricewaterhouseCoopers Accountants N.V., Independent Registered Public Accounting Firm	Filed herewith.
24.1	Power of attorney (included on the signature pages of this registration statement)	—

Item 9. Undertakings.

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

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

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

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

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

provided, however, that paragraphs (i) and (ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in the registration statement.

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

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

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

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

INDEX TO EXHIBITS

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Amsterdam, the Netherlands, on June 14, 2018.

UNIQUE N.V.

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

POWER OF ATTORNEY AND SIGNATURES

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

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

Signatures	Title	Date
<div>/s/ Matthew Kapusta</div> <div>Matthew Kapusta</div>	Chief Executive Officer, interim Chief Financial Officer and Director <i>(Principal Executive and Financial Officer)</i>	June 14, 2018
<div>/s/ Christian Klemt</div> <div>Christian Klemt</div>	Chief Accounting Officer <i>(Principal Accounting Officer)</i>	June 14, 2018
<div>/s/ Philip Astley-Sparke</div> <div>Philip Astley-Sparke</div>	Director	June 14, 2018
<div>/s/ Madhavan Balachandran</div> <div>Madhavan Balachandran</div>	Director	June 14, 2018
<div>/s/ Robert Gut</div> <div>Robert Gut</div>	Director	June 14, 2018
<div>/s/ Jack Kaye</div> <div>Jack Kaye</div>	Director	June 14, 2018
<div>/s/ David Meek</div> <div>David Meek</div>	Director	June 14, 2018

<div>/s/ David Schaffer</div> <div>David Schaffer</div>	Director	June 14, 2018
<div>/s/ Jeremy Springhorn</div> <div>Jeremy Springhorn</div>	Director	June 14, 2018
<div>/s/ Paula Soteropoulos</div> <div>Paula Soteropoulos</div>	Director	June 14, 2018

AUTHORIZED UNITED STATES REPRESENTATIVE

Pursuant to the requirement of the Securities Act of 1933, the undersigned, the duly authorized representative in the United States of the aforementioned Registrant, has signed this Registration Statement on June 14, 2018.

UNIQUE, INC.

By:

/s/ David Cervený

David Cervený

General Counsel

UNIQUE N.V.
EMPLOYEE STOCK PURCHASE PLAN

The following constitute the provisions of the uniQure N.V. Employee Stock Purchase Plan, effective as of June 13, 2018, subject to approval by the Company's shareholders (the "Plan").

1. **Purpose.** The purpose of the Plan is to provide Eligible Employees of the Company and its Designated Subsidiaries with an opportunity to purchase Ordinary Shares of the Company, on the terms and conditions set forth herein. The Company believes that the Plan will assist the Company in attracting and retaining the services of employees and aligning the interests of participating employees with those of the Company and its shareholders. It is the intention of the Company that the Plan qualifies as an "Employee Stock Purchase Plan" under Section 423 of the Code for U.S. Participants. The provisions of the Plan shall, with respect to offerings to U.S. Participants, be construed so as to extend and limit participation in a manner consistent with the requirements of Section 423 of the Code.

The Committee may authorize one or more offerings under the Plan that are not designed to comply with the requirements of Section 423 of the Code, but instead are designed to comply with the requirements of the foreign jurisdictions in which those offerings are conducted. Such offerings shall be separate from any offerings designed to comply with the requirements Section 423 of the Code but may be conducted concurrently with those offerings. In no event, however, shall the terms and conditions of any offering contravene the express limitations and restrictions of the Plan, and to the extent required by Section 423 of the Code, the Participants in each separate offering shall have equal rights and privileges under that offering in accordance with the requirements of Section 423(b)(5) of the Code and the applicable Treasury Regulations.

2. **Definitions.**

- (a) "Benefit Access Website" shall refer to the online enrollment administration and account summary website provided by the third party vendor chosen by the Company.
 - (b) "Board" shall mean the Board of Directors of the Company.
 - (c) "Code" shall mean the Internal Revenue Code of 1986, as amended, and any successor statute of similar nature. References to specific sections of the Code shall be taken to be references to corresponding sections of any successor statute.
 - (d) "Committee" shall mean the Compensation Committee of the Board or any other committee appointed by the Board to administer the Plan.
 - (e) "Company" shall mean uniQure, N.V. a public company with limited liability (*naamloze vennootschap*) under the laws of the Netherlands.
 - (f) "Compensation" shall mean (i) base salary or base wages and (ii) payments for commissions, overtime, incentive compensation and bonuses. Such Compensation shall be calculated before deduction of (A) any income or employment tax or other withholdings or (B) any contributions made by the Participant to any Section 401(k) of the Code salary deferral plan or any Section 125 of the Code cafeteria benefit program or any Section 132(f)(4) of the Code transportation fringe benefit program or any other plan or program now or hereafter established by the Company or
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- any Subsidiary. However, Compensation shall **not** include any contributions made by the Company or any Subsidiary on the Participant's behalf to any employee benefit or welfare plan or other plan or program now or hereafter established (other than Sections 401(k), 125 or 132(f)(4) of the Code contributions deducted from such Compensation). The Committee may make modifications to the definition of Compensation for one or more offerings as deemed appropriate.
- (g) "Continuous Status" shall mean the absence of any interruption or termination of service as an employee. Continuous Status as an employee shall not be considered interrupted in the case of a leave of absence agreed to in writing by the Company or an absence by reason of uniformed military service, provided that, except as otherwise required by applicable law, such leave is for a period of not more than 90 days or reemployment upon the expiration of such leave is guaranteed by contract or statute.
 - (h) "Contributions" shall mean all amounts credited to the account of a Participant pursuant to the Plan by payroll deduction, direct payment or otherwise.
 - (i) "Designated Subsidiaries" shall mean the Subsidiaries which have been designated by the Board or the Committee from time to time as eligible to participate in the Plan.
 - (j) "Eligible Employee" shall mean, unless otherwise mandated by local law, any person who is customarily employed for at least 20 hours per week and more than five months in a calendar year by the Company or one of its Designated Subsidiaries.
 - (k) "Exchange Act" shall mean the Securities Exchange Act of 1934, as amended.
 - (l) "Fair Market Value" shall mean the U.S. Dollar closing price at which the Ordinary Shares shall have been sold regular way on NASDAQ on the date as of which such value is being determined or, if no sales occurred on such day, then on the next preceding day on which there were such sales, or, if at any time the Ordinary Shares shall not be listed on NASDAQ, the fair market value as determined by the Committee on the basis of available prices for such Ordinary Shares or in such manner as may be authorized by applicable regulations under the Code.
 - (m) "Offering Date" shall mean the first day of each Offering Period of the Plan.
 - (n) "Offering Period" shall mean a period of time defined by the Committee during which a Participant's Contributions are accumulated for the purpose of purchasing shares of the Company's Ordinary Shares. The maximum offering period under the Plan is 27 months.
 - (o) "Ordinary Shares" shall mean the ordinary shares (€0.05 par value per share) of the Company.

- (p) “Participant” shall mean any Eligible Employee who elects to participate in the Plan.
- (q) “Plan” shall mean this uniQure N.V. Employee Stock Purchase Plan, as amended from time to time in accordance with its terms.
- (r) “Plan Coordinator” shall mean the individual designated by the Committee to handle administrative matters with respect to the Plan.
- (s) “Purchase Date” shall mean the last day of each Purchase Period of the Plan.
- (t) “Purchase Period” shall mean the period of time within an Offering Period in which

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Contributions are accumulated for the purpose of buying shares on the next scheduled Purchase Date in accordance with the terms and conditions of the Plan. Generally, the Purchase Period falls between the Offering Date and the Purchase Date or between Purchase Dates where there are multiple Purchase Dates within one Offering Period.

(u) “Registration Statement” shall mean the Company’s registration statement(s) on Form S-8 under the Securities Act with respect to the shares of Ordinary Shares to be issued under the Plan.

(v) “Reorganization Event” shall be deemed to have occurred upon any of the following events:

(i) any person or other entity (other than any of the Company’s subsidiaries or any employee benefit plan sponsored by the Company or any of its subsidiaries), including any person as defined in Section 13(d)(3) of the Exchange Act, becomes the beneficial owner, as defined in Rule 13d-3 under the Exchange Act, directly or indirectly, of more than 50% of the total combined voting power of all classes of capital shares of the Company normally entitled to vote for the election of directors of the Company (the “Voting Shares”);

(ii) consummation of the sale of all or substantially all of the property or assets of the Company; or

(iii) consummation of a consolidation or merger of the Company with another corporation (other than with any of the Company’s subsidiaries), which results in the shareholders of the Company immediately before the occurrence of the consolidation or merger owning, in the aggregate, less than 51% of the Voting Shares of the surviving entity.

(w) “Securities Act” shall mean the Securities Act of 1933, as amended.

(x) “Subsidiary” shall mean a corporation, domestic or foreign, of which not less than 50% of the voting shares are held by the Company or a Subsidiary, whether or not such corporation now exists or is hereafter organized or acquired by the Company or a Subsidiary.

3. Eligibility.

(a) Generally. Any person who is an Eligible Employee as of the Offering Date of a given Offering Period shall be eligible to participate in such Offering Period under the Plan, subject to the requirements of Section 5(a) of the Plan and the limitations imposed by Section 423(b) of the Code.

(b) Limitations on Eligibility. Any provisions of the Plan to the contrary notwithstanding, no Eligible Employee shall be granted an option under the Plan (i) if, immediately after grant, such Eligible Employee (or any other person whose shares would be attributed to such Eligible Employee pursuant to Section 424(d) of the Code) would own shares and/or hold outstanding options to purchase shares possessing 5% or more of the total combined voting power or value of all classes of shares of the Company or of any parent or Subsidiary of the Company, or (ii) if such option would permit his or her rights to purchase shares under all employee stock purchase plans (described in Section 423 of the Code) of the Company and its Subsidiaries to accrue at a rate that exceeds the maximum amount allowed under Section 423(b)(8) of the Code of Fair Market Value of such shares (determined at the time such option is granted) for each calendar year in which such option is

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outstanding at any time.

4. Offering Periods and Purchase Periods.

(a) Offering Periods. The Plan shall be implemented by a series of Offering Periods of such duration or durations as may be determined by the Committee, with new Offering Periods commencing on such date or dates as may be determined by the Committee. The initial Offering Period under the Plan shall not commence prior to the effective date of the Registration Statement. The Committee shall have the power to change the duration and/or the frequency of Offering Periods with respect to future offerings if such change is announced at least five days prior to the scheduled beginning of the first Offering Period to be affected. Unless the Committee determines otherwise before the beginning of the applicable Offering Period, Offering Periods shall commence at three-month intervals on each March 1, June 1, September 1 and December 1 (or the next U.S. business day, if such date is not a U.S. business day) over the term of the Plan, and each Offering Period shall last for three months, ending on February 28 (or February 29, if applicable), May 31, August 31 or November 30, as the case may be (or the next closest business day preceding such date, if such date is not a business day). Accordingly, unless the Committee determines otherwise, four separate Offering Periods shall commence in each calendar year during which the Plan remains in existence.

(b) Purchase Periods. Each Offering Period shall consist of one or more consecutive Purchase Periods as determined by the Committee with the duration or durations determined by the Committee. The last day of each Purchase Period shall be the “Purchase Date” for such Purchase Period. The initial Purchase Period under the Plan shall not commence prior to the effective date of the Registration Statement; and the initial Purchase Date under the Plan shall not take place unless, prior thereto, the Plan shall have been approved by the shareholders of the Company as required by Section 19(c) below. The Committee shall have the power to change the duration and/or frequency of Purchase Periods with respect to future purchases if such change is announced at

least five days prior to the scheduled beginning of the first Purchase Period to be affected. Unless the Committee determines otherwise before the beginning of the applicable Purchase Period, Purchase Periods shall run coincident with Offering Periods.

5. **Participation.**

(a) **Enrollment.** An Eligible Employee may become a Participant in the Plan by enrolling on the Benefit Access Website on or before the 15th day of the month preceding the Offering Date, unless a later time is set by the Committee for all Eligible Employees with respect to a given Offering Period (and in any event, not before the effective date of the Registration Statement with respect to the shares of the Company's Ordinary Shares offered thereunder). The contribution election made on the Benefit Access Website shall set forth the amount to be paid as Contributions pursuant to the Plan, such amount to be paid derived from payroll deductions from the Participant's Compensation or as otherwise provided in accordance with Section 6. Payroll deductions collected in a currency other than U.S. Dollars shall be converted into U.S. Dollars on the Purchase Date for the Purchase Period in which collected, with such conversion to be based on an exchange rate determined by the Committee in its sole discretion. Any changes or fluctuations in the exchange rate at which the payroll deductions collected on the Participant's behalf are converted into U.S. Dollars on each Purchase Date shall be borne solely by the Participant. The Committee shall establish a Contribution limitation not to exceed the maximum amount allowed under Section 423(b)(8) of the Code (and if no such limitation is established, it shall be deemed to be such maximum amount allowed under Section 423(b)(8) at the time an option is granted under the Plan).

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(b) **Payroll Deductions.** Payroll deductions shall commence on the first payroll following the Offering Date and shall end on the last payroll paid on or prior to the last day in the Purchase Period of the Offering Period to which the contribution election is applicable, unless sooner terminated by the Participant as provided in Section 10 of this Plan.

6. **Method of Payment of Contributions.**

(a) **Funding Methods.** A Participant may fund his or her Contributions to the Plan by any of the following methods, to the extent permitted by the Committee:

(i) **Payroll Deductions.** Electing to have Compensation deducted from each of his or her biweekly (or other periodic) paychecks during the Offering Period, and all such payroll deductions made by a Participant shall be credited to his or her account under the Plan; or

(ii) **Other Methods.** Utilizing such other funding method or methods as the Committee may from time to time approve, and as may be (A) permitted under applicable laws, regulations or stock exchange or trading system rules, and (B) consistent with the tax treatment of the Plan under the Code with respect to U.S. Participants.

(b) **Withdrawal; Change in Deductions.** A Participant may discontinue his or her participation in the Plan through the Benefit Access Website, as provided in Section 10 of this Plan. Except to the extent required by applicable law or otherwise permitted by the Committee, a Participant may not change (increase or decrease) the rate of his or her Contributions during the Offering Period.

(c) **Tax Limitations on Contributions.** Notwithstanding the foregoing, to the extent necessary to comply with Section 423(b)(8) of the Code and Section 3(b) herein, a Participant's Contributions may be decreased to 0% of his or her payroll at such time during any Offering Period which is scheduled to end during the current calendar year if the aggregate of all Contributions accumulated with respect to such Offering Period and any other Offering Period ending within the same calendar year will otherwise exceed the maximum amount allowed under Section 423(b)(8) of the Code. Contributions at the rate elected on the Benefit Access Website during such Offering Period shall recommence at the beginning of the subsequent Offering Period to the extent compliant with Section 423 of the Code, if applicable, unless terminated or changed by the Participant as provided in Section 10 hereof.

7. **Grant of Option**

(a) **Option Price.** On the Offering Date of each Offering Period, each Eligible Employee participating in such Offering Period shall be granted an option to purchase on the applicable Purchase Date a number of the Company's Ordinary Shares determined by dividing such Eligible Employee's Contributions accumulated prior to such Purchase Date and retained in the Participant's account as of the Purchase Date by the lesser of (i) eighty-five percent (85%) of the Fair Market Value of an Ordinary Share on the Offering Date, or (ii) eighty-five percent (85%) of the Fair Market Value of an Ordinary Share on the Purchase Date; provided however, that the purchase shall be subject to limitations set forth in Sections 3(b), 7(b) and 13. The Fair Market Value of an Ordinary Share shall be determined as provided in Section 2(1) of this Plan.

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(b) **Share Limit.** In addition to other limits set forth in the Plan, the maximum number of shares that may be purchased by an Eligible Employee during an Offering Period is 1,750 shares, or such other number of shares as the Committee determines before the beginning of the applicable Offering Period.

8. **Exercise of Option.** Unless a Participant withdraws or is deemed to have withdrawn from the Plan as provided in Sections 10 or 11 hereof, his or her option for the purchase of shares will be exercised automatically on each Purchase Date within an Offering Period, and the maximum number of full shares subject to the option will be purchased at the applicable option price with the accumulated Contributions in his or her account. The shares purchased upon exercise of an option hereunder shall be deemed to be transferred to the Participant on the Purchase Date. During his or her lifetime, a Participant's option to purchase shares hereunder is exercisable only by him or her.

9. **Delivery.** As promptly as practicable after each Purchase Date within each Offering Period, the Company shall arrange the delivery to each Participant's brokerage account established by the Company at a Company-designated brokerage firm of a certificate or book-entry deposit representing the shares purchased upon exercise of his or her option. Any cash remaining to the credit of a Participant's account under the Plan after a purchase by him or her of shares at the termination of each Purchase Period, or which is insufficient to purchase a full Ordinary Share of the Company, shall be carried over to the next Purchase Period if the Eligible Employee continues to participate in the Plan, or if the Eligible Employee does not continue to participate, shall be returned to the Participant (in the currency in which collected).

10. **Voluntary Withdrawal; Termination or Change of Employment Status; Reorganization Event.**

(a) **Withdrawal.** A Participant may withdraw all but not less than all of the Contributions credited to his or her account under the Plan at any time prior to each Purchase Date by giving notice to the Company via the Benefit Access Website in such form as the Plan Coordinator shall reasonably require. All of the Participant's Contributions credited to his or her account will be paid to him or her promptly after receipt of notice of his or her withdrawal and his or her option for the current period will be automatically terminated, and no further Contributions for the purchase of shares may be made during the Offering Period. The Participant's withdrawal from a particular Offering Period shall be irrevocable, and the Participant may not subsequently rejoin that Offering Period at a later date. In order to resume participation in any subsequent Offering Period, such individual must re-enroll in the Plan on or before the Offering Date of that Offering Period in accordance with Section 5(a) above.

(b) **Termination of Employment; Change in Status.** Upon termination of a Participant's Continuous Status as an Eligible Employee prior to the Purchase Date within an Offering Period for any reason, including without limitation voluntary or involuntary termination of employment, retirement or death, the Contributions credited to such Participant's account will be returned (in the currency in which collected) to him or her or, in the case of his or her death, to the person or persons entitled thereto under Section 15 hereof, and his or her option will be automatically terminated.

(c) **Subsequent Offerings.** A Participant's withdrawal from an Offering Period will not have any effect upon his or her eligibility to participate in a succeeding Offering Period or in any similar plan which may hereafter be adopted by the Company.

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(d) **Reorganization Event.** Unless the Committee determines otherwise prior to the effective date of any Reorganization Event, in the event of a Reorganization Event during an Offering Period, no option will be exercised for such Offering Period, Contributions will cease and all Contributions accrued during an Offering Period up until the date immediately prior to the date of the Change of Control shall be refunded to Participants (in the currency in which collected).

11. **Automatic Withdrawal and Reset.** To the extent permitted by applicable laws, regulations or stock exchange or trading system rules, if the Fair Market Value of the shares on the first Purchase Date of any Offering Period which contains more than one Purchase Date is less than the Fair Market Value of the shares on the Offering Date for such Offering Period, then every Participant shall automatically (i) be deemed to have withdrawn from such Offering Period at the close of such Purchase Date and after the acquisition of shares for such Purchase Period, and (ii) be deemed to have enrolled in a new Offering Period commencing on the first business day subsequent to such Purchase Period.

12. **Interest.** No interest shall accrue on the Contributions of a Participant in the Plan, whether utilized to purchase shares or repaid to the Participant.

13. **Company Ordinary Shares.**

(a) **Shares Subject to the Plan.** The maximum number of shares of the Company's Ordinary Shares which shall be made available for sale under the Plan shall be 150,000 Ordinary Shares, subject to adjustment upon changes in capitalization of the Company as provided in Section 18 hereof. If the total number of shares which would otherwise be subject to options granted pursuant to Section 7(a) hereof on the Offering Date of an Offering Period exceeds the number of shares then available under the Plan (after deduction of all shares for which options have been exercised or are then outstanding), the Company shall make a *pro rata* allocation of the shares remaining available for option grant in as uniform a manner as shall be practicable and as it shall determine to be equitable. In such event, the Company shall give written notice of such reduction of the number of shares subject to the option to each Eligible Employee affected thereby and shall similarly reduce the rate of Contributions, if necessary. The Plan shall automatically terminate immediately after the Purchase Date as of which the supply of available shares is exhausted.

(b) **No Rights as a Shareholder.** The Participant will have no interest or voting right in shares covered by his or her option until such option has been exercised.

(c) **Issuance and Delivery.** Shares to be delivered to a Participant under the Plan will be registered in the name of the Participant or in the name of the Participant and his or her spouse and delivered or credited in book-entry form to the Participant's brokerage account.

14. **Administration.** The Committee by delegated authority from the Board, shall supervise and administer the Plan and shall have full power to adopt, amend and rescind any rules deemed desirable and appropriate for the administration of the Plan and not inconsistent with the Plan, to construe and interpret the Plan, and to make all other determinations necessary or advisable for the administration of the Plan. The Committee's interpretations and decisions in respect of the Plan, the rules and regulations pursuant to which it is operated, and the rights of Participants hereunder shall be final and conclusive. The Committee may appoint and remove the Plan Coordinator in its discretion, and may delegate such administrative or ministerial duties to him or her as it shall determine. The Board may take all actions that the Committee may take hereunder, at the

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Board's discretion.

15. **Brokerage Account; Restrictions on Sale.**

(a) **Brokerage Account Transfer Restrictions.**

(i) Unless the shares are sold, the Committee may provide that the Ordinary Shares acquired under the Plan may not be transferred (either electronically or in certificate form) from the Participant's brokerage account established by the Company at a Company-designated brokerage firm until the end of the later of the following two periods: (x) the end of the two-year period measured from the applicable Offering Date and (y) the end of the one-year period measured from the actual Purchase Date of those shares.

(ii) Unless the shares are sold, the foregoing procedures in Section 15(a)(i) shall apply both to transfers to different accounts with the Company-designated broker holding the Participant's brokerage account and to transfers to other brokerage firms. Any shares held in the Participant's brokerage account following the expiration of the holding period described above in Section 15(a)(i) may thereafter be transferred (either electronically or in certificate form) to other accounts or to other brokerage firms.

(iii) The foregoing procedures in this Section 15(a) shall not in any way limit when the Participant may sell his or her shares. Those procedures are designed solely to assure that any sale of shares prior to the satisfaction of the required holding period is made through the brokerage account. In addition, following the lapse of the restrictions under Section 15(a), the Participant may request a share certificate or share transfer from his or her account prior to the satisfaction of the specified two-year period under this Section 15(b) should the Participant wish to make a gift of any shares held in that account. However, shares may not be transferred (either electronically or in certificate form) from the account for use as collateral for a loan during the specified two-year under this Section 15(b).

(iv) The foregoing procedures shall apply to all shares purchased by each Participant, whether or not that Participant has ceased to have Continuous Status as an Eligible Employee.

(b) **Restrictions on Sale.** Notwithstanding anything to the contrary in the Plan or any policy of the Company and provided it complies with applicable law, the Committee may require that Ordinary Shares acquired under the Plan may not be sold or otherwise be disposed of for a period of 12 months following the Purchase Date on which those shares were purchased. If such restriction is imposed, Ordinary Shares acquired under the Plan must be held in the Participant's brokerage account established by the Company at a Company-designated brokerage firm during such restriction period and may be subject to further transfer restrictions as set forth in Section 15(a). The foregoing restriction shall not apply in the event of Participant's death to the transfer of shares to the Participant's estate or to the subsequent sale of the shares by the estate.

16. **Use of Funds.** All Contributions received or held by the Company under the Plan are general assets of the Company, free of any trust or other restriction, and may be used by the Company for any corporate purpose, and the Company shall not be obligated to segregate such

Contributions. All references in this Plan to Participants' Plan "accounts" shall be deemed to mean the hypothetical, unfunded bookkeeping accounts maintained on the Company's records for the administration of the Plan.

17. **Reports.** Each Participant in the Plan will be entitled to a statement of account promptly following the Purchase Date. Such statements will set forth the amount of Contributions, the per share purchase price, the number of shares purchased and the remaining cash balance, if any.

18. **Adjustments Upon Changes in Capitalization.**

(a) **Adjustment.** Subject to any required action by the shareholders of the Company, the number of Ordinary Shares covered by each option under the Plan which has not yet been exercised and the number of Ordinary Shares which have been authorized for issuance under the Plan but have not yet been placed under option (collectively, the "**Reserves**"), as well as the price per Ordinary Share covered by each option under the Plan which has not yet been exercised, shall be proportionately adjusted for any increase or decrease in the number of issued shares of Ordinary Shares resulting from a stock split, reverse stock split, stock dividend, combination or reclassification of the Ordinary Shares, or any other increase or decrease in the number of Ordinary Shares effected without receipt of consideration by the Company; provided, however, that conversion of any convertible securities of the Company shall not be deemed to have been "effected without receipt of consideration". Such adjustment shall be made by the Committee, whose determination in that respect shall be final, binding and conclusive. Except as expressly provided herein, no issue by the Company of shares of any class, or securities convertible into shares of any class, shall affect, and no adjustment by reason thereof shall be made with respect to, the number or price of Ordinary Shares subject to an option.

(b) **Reserves.** The Committee may, if it so determines in the exercise of its sole discretion, also make provision for adjusting the Reserves, as well as the price per share of Ordinary Shares covered by each outstanding option, in the event that the Company effects one or more reorganizations, recapitalizations, rights offerings or other increases or reductions of shares of its outstanding Ordinary Shares, and in the event of the Company being consolidated with or merged into any other corporation.

19. **Amendment or Termination.**

(a) **Power to Amend or Terminate.** The Board may at any time terminate or amend the Plan. Except as provided in Section 18 hereof or as otherwise required by law, no such termination may affect options previously granted, nor may an amendment make any change in any option theretofore granted which adversely affects the rights of any Participant. In addition, to the extent necessary to comply with Section 423 of the Code, the Company shall obtain shareholder approval of any amendment in such a manner and to such a degree as so required. In accordance with Section 423 of the Code, no amendment may increase the number of shares reserved for purposes of the Plan (except as otherwise provided under Section 18) and no amendment shall change the designation of corporations whose employees may be offered options under the Plan, without the approval of the shareholders of the Company.

(b) **Plan Administration.** Without shareholder approval and without regard to whether any Participant rights may be considered to have been adversely affected, the Committee shall be entitled, without limitation, to establish the exchange ratio applicable to amounts withheld in a

currency other than U.S. Dollars, to permit payroll withholding in excess of the amount designated by a Participant in order to adjust for delays or mistakes in the Company's processing of properly completed withholding elections, to establish reasonable waiting and adjustment periods and/or accounting and crediting procedures to ensure that amounts applied toward the purchase of Ordinary Shares for each Participant properly correspond with amounts withheld from the Participant's Compensation, and to establish such other limitations or procedures as the Committee determines in its sole discretion as advisable and which are consistent with the Plan.

(c) **Shareholder Approval.** If the requisite shareholder approval of the Plan is not received at the Company's 2018 Annual General Meeting of Shareholders, or at any adjournment or postponement thereof, the Plan will not become effective.

20. **Notices.** All notices or other communications by a Participant to the Company under or in connection with the Plan shall be deemed to have been duly given when received in the form specified by the Company at the location, or by the person, designated by the Company for the receipt thereof. All notices or other communications to a Participant under or in connection with the Plan shall be deemed effective if sent or given to the Participant at his or her home or business address on the records of the Company, including if sent by electronic transmission.

21. **Conditions Upon Issuance of Shares.** Shares shall not be issued with respect to an option unless the exercise of such option and the issuance and delivery of such shares pursuant thereto shall comply to the reasonable satisfaction of the Company with all applicable provisions of law, domestic or foreign, including, without limitation, the Securities Act, the Exchange Act, the rules and regulations promulgated thereunder, and the requirements of any stock exchange or trading system upon which the shares may then be listed or quoted. As a condition to the exercise of an option, the Company may require the person exercising such option to represent and warrant at the time of any such exercise that the shares are being purchased only for investment and without any present intention to sell or distribute such shares if, in the opinion of counsel for the Company, such a representation is required by any of the aforementioned applicable provisions of law.

22. **Additional Restrictions of Rule 16b-3.** The terms and conditions of options granted hereunder to, and the purchase of shares by, persons subject to Section 16 of the Exchange Act shall comply with the applicable provisions of Rule 16b-3 or any successor rule. The Plan shall be deemed to contain, and such options shall contain, and the shares issued upon exercise thereof shall be subject to, such additional conditions and restrictions as may be required by Rule 16b-3 or any successor rule to qualify for the maximum exemption from Section 16 of the Exchange Act with respect to Plan transactions.

23. **ERISA Status of Plan.** The Plan is not intended and shall not be construed to constitute an “employee benefit plan” within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended.

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24. **Miscellaneous Provisions.**

(a) **No Rights to Participate.** Neither the Plan nor any action taken hereunder, including the grant of an option, will be construed as giving any Eligible Employee the right to be retained in the employ of the Company or any of its Subsidiaries, nor will it interfere in any way with the right of the Company or any of its Subsidiaries to terminate any Eligible Employee’s employment at any time, subject to applicable law and the terms of any applicable employment agreement.

(b) **Limits on Encumbering Rights.** Neither Contributions credited to a Participant’s account nor any rights with regard to the exercise of an option or to receive shares under the Plan may be assigned, transferred, pledged or otherwise disposed of in any way by the Participant. Any such attempt at assignment, transfer, pledge or other disposition shall be without effect, except that the Company may treat such act as an election to withdraw funds in accordance with Section 10 hereof.

(c) **Nonexclusivity of the Plan.** Neither the adoption of the Plan by the Board nor its submission to the shareholders of the Company for approval will be construed as creating any limitations on the power of the Board or the Committee to adopt such other compensatory arrangements as it may deem desirable, including, without limitation, the granting of options otherwise than under the Plan, and such arrangements may be either applicable generally or only in specific cases.

(d) **Withholding Taxes.** The Company’s obligation to deliver shares upon exercise of an option under the Plan shall be subject to the satisfaction of all income, employment and payroll taxes, social insurance contributions, payment on account obligations or other payments required to be collected, withheld or account for in connection with the option.

(e) **Governing Law.** Except to the extent preempted by any applicable federal law, the Plan and the options granted hereunder shall be construed and administered in accordance with the laws of the Netherlands, without reference to the principles of conflicts of laws thereunder.

(f) **Severability.** In the event any provision of the Plan shall be held to be illegal or invalid for any reason, the illegality or invalidity shall not affect the remaining provisions hereof, and the Plan shall be construed or enforced as though the illegal or invalid provision had not been included.

(g) **Headings.** The section headings of the Plan are for reference only. In the event of a conflict between a section heading and the content of a section of the Plan, the content to the section shall control.

25. **Effective Date; Term of Plan.** Subject to the requisite shareholder approval pursuant to Section 19(c) hereof, the Plan shall become effective on June 13, 2018. The Plan shall continue in effect through June 12, 2028, unless sooner terminated under Sections 13 or 19 hereof.

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uniQure N.V.

2014 Share Incentive Plan

(Amended and Restated effective as of June 13, 2018)

1. Purpose

The purpose of this 2014 Share Incentive Plan, as herein amended and restated (the “**Plan**”) of uniQure N.V., a public limited company incorporated under the laws of the Netherlands (the “**Company**”), is to advance the interests of the Company’s shareholders by enhancing the Company’s ability to attract, retain and motivate persons who are expected to make important contributions to the Company and by providing such persons with equity ownership opportunities and performance-based incentives that are intended to better align the interests of such persons with those of the Company’s shareholders. Except where the context otherwise requires, the term “**Company**” shall include any of the Company’s present or future parent or subsidiary corporations as defined in Sections 424(e) or (f) of the U.S. Internal Revenue Code of 1986, as amended, and any regulations thereunder (the “**Code**”) and any other business venture (including, without limitation, joint venture or limited liability company) in which the Company has a controlling interest, as determined by the Board of Directors of the Company (the “**Board**”). The Plan was initially effective as of January 9, 2014 and was amended and restated effective as of June 10, 2015 and June 15, 2016. This amended and restated Plan will be effective as of June 13, 2018, subject to the approval of the Company’s shareholders (the “**Amendment Effective Date**”).

Changes made pursuant to this amendment and restatement shall only apply to Awards granted on or after the Amendment Effective Date. Awards granted prior to the Amendment Effective Date shall continue to be governed by the applicable Award agreements and the terms of the Plan, without giving effect to changes made pursuant to this amendment and restatement, and the Board shall administer such Awards in accordance with the Plan, without giving effect to changes made pursuant to this amendment and restatement.

2. Eligibility

All of the Company’s employees, executive directors and non-executive directors, as well as consultants and advisors to the Company (as such terms are defined and interpreted for purposes of Form S-8 under the Securities Act of 1933, as amended (the “**Securities Act**”), or any successor form) are eligible to be granted Awards under the Plan. Eligibility to participate in the Plan shall be determined at the sole discretion of the Board. Each person who is granted an Award under the Plan is deemed a “**Participant**.” “**Award**” means Options (as defined in Section 5), SARs (as defined in Section 6), Restricted Shares (as defined in Section 7), Restricted Share Units (as defined in Section 7) and Other Share-Based Awards (as defined in Section 8).

3. Administration and Delegation

(a) Administration by the Board. The Plan will be administered by the Board. The Board shall have authority to grant Awards and to adopt, amend and repeal such administrative rules, guidelines and practices relating to the Plan as it shall deem advisable. The Board may construe and interpret the terms of the Plan and any Award agreements entered into under the Plan. The Board may correct any defect, supply any omission or reconcile any inconsistency in the Plan or any Award in the manner and to the extent it shall deem expedient and it shall be the sole and final judge of such expediency. All decisions by the Board shall be made in the Board’s sole discretion and shall be final and binding on all persons having or claiming any interest in the Plan or in any Award.

(b) Appointment of Committees. To the extent permitted by applicable law, the Board may delegate any or all of its powers under the Plan to one or more committees or subcommittees of the Board (a “**Committee**”). All references in the Plan to the “**Board**” shall mean the Board or a Committee of the Board to the extent that the Board’s powers or authority under the Plan have been delegated to such Committee.

4. Shares Available for Awards(a) Number of Shares; Share Counting.

(1) Authorized Number of Shares. Subject to adjustment under Section 9, the aggregate number of ordinary shares (€0.05 par value per share) of the Company (the “**Ordinary Shares**”) that may be issued on or after the Amendment Effective Date with respect to Awards granted under the Plan shall not exceed 8,601,471.

(2) Share Counting. For purposes of counting the number of shares available for the grant of Awards under the Plan:

(A) the gross number of Ordinary Shares covered by SARs shall be counted against the number of shares available for the grant of Awards under the Plan; provided, however, that (i) SARs that may be settled only in cash shall not be so counted and (ii) if the Company grants a SAR in tandem with an Option for the same number of Ordinary Shares and provides that only one such Award may be exercised (a “**Tandem SAR**”), only the shares covered by the Option, and not the shares covered by the Tandem SAR, shall be so counted, and the expiration of one in connection with the other’s exercise will not restore shares to the Plan;

(B) if any Award (i) expires or is terminated, surrendered or canceled without having been fully exercised or is forfeited in whole or in part (including as the result of Ordinary Shares subject to such Award being repurchased by the Company at the original issuance price pursuant to a contractual repurchase right) or (ii) results in any Ordinary Shares not being issued (including as a result of a SAR that was settleable either in cash or in shares actually being settled in cash), the unused Ordinary Shares covered by such Award shall again be available for the grant of Awards; provided, however, that (1) in the case of Incentive Share Options, the foregoing shall be subject to any limitations under the Code, (2) in the case of the exercise of a SAR, the number of shares counted against the shares available under the Plan shall be the gross number of shares subject to the SAR multiplied by the percentage of the SAR actually exercised, regardless of the number of shares actually used to settle such SAR upon exercise and (3) the shares covered by a Tandem SAR shall not again become available for grant upon the expiration or termination of such Tandem SAR; and

(C) Ordinary Shares delivered (either by actual delivery, attestation, or net exercise) to the Company by a Participant to

(i) purchase Ordinary Shares upon the exercise of an Award or (ii) satisfy tax withholding obligations with respect to Options and SARs (including shares retained from the Option or SAR creating the tax obligation) shall not be added back to the number of shares available for the future grant of Awards.

(b) **Substitute Awards.** In connection with a merger or consolidation of an entity with the Company or the acquisition by the Company of property or stock of an entity, the Board may grant Awards in substitution for any options or other share or share-based awards granted by such entity or an affiliate thereof. Substitute Awards may be granted on such terms as the Board deems appropriate in the circumstances, notwithstanding any limitations on Awards contained in the Plan. Substitute Awards shall not count against the overall share limit set forth in Section 4(a), except as may be required by reason of Section 422 and related provisions of the Code.

5. **Share Options**

(a) **General.** The Board may grant options to purchase Ordinary Shares (each, an “**Option**”) and determine the number of Ordinary Shares to be covered by each Option, the exercise price of each Option and the conditions and limitations applicable to the exercise of each Option, including conditions relating to applicable securities laws, as it considers necessary or advisable.

(b) **Incentive Share Options.** An Option that the Board intends to be an “incentive stock option” as defined in Section 422 of the Code (an “**Incentive Share Option**”) shall only be granted to employees of uniQure N.V., any of uniQure N.V.’s present or future parent or subsidiary corporations as defined in Sections 424(e) or (f) of the Code, and any other entities the employees of which are eligible to receive Incentive Share Options under the Code, and shall be subject to and shall be construed consistently with the requirements of Section 422 of the Code. An Option that is not intended to be an Incentive Share Option shall be designated a “**Share Option**.” The Company shall have no liability to a Participant, or any other party, if an Option (or any part thereof) that is intended to be an Incentive Share Option is not an Incentive Share Option or if the Company converts an Incentive Share Option to a Share Option. Awards with respect to a maximum of 200,000 Ordinary Shares may be granted in the form of Incentive Share Options under the Plan.

(c) **Exercise Price.** The Board shall establish the exercise price of each Option and specify the exercise price in the applicable Option agreement which shall be not less than 100% of the Fair Market Value per Ordinary Share on the date the Option is granted; provided, however, that if the Board approves the grant of an Option with an exercise price to be determined on a future date, the exercise price shall be not less than 100% of the Fair Market Value on such future date. For purposes of the Plan, unless otherwise required by applicable law, the Fair Market Value per Ordinary Share as of any date shall be (A) if the Ordinary Shares are readily tradeable on a national securities exchange or other market system, either (I) or (II), as determined by the Board on or prior to the date of grant, where (I) is the average of the closing sales prices of the Ordinary Shares during regular trading hours for the ten trading days following the date of grant and (II) is the closing sales price of the Ordinary Shares during regular trading hours on the date of grant, or (B) if the Ordinary Shares are not readily tradeable on a national securities exchange or other market system, the amount determined in good faith by (or in a manner approved by) the Board (“**Fair Market Value**”). Notwithstanding the foregoing (x) for purposes of any Option intended to be an Incentive Share Option, Fair Market Value shall be determined in accordance with the applicable provisions of Section 422 of the Code and the corresponding regulations, (y) for purposes of any Share Option granted to a Participant who is subject to taxation in the United States, Fair Market Value shall be determined in accordance with the applicable provisions of Section 409A of the Code and the corresponding regulations and (z) in no event shall the exercise price of any Option be less than the nominal value per Ordinary Share.

(d) **Duration of Options.** Each Option shall be exercisable at such times and subject to such terms and conditions as the Board may specify in the applicable option agreement; provided, however, that no Option will be granted with a term in excess of 10 years.

(e) **Exercise of Options.** Options may be exercised by delivery to the Company of a notice of exercise in a form (which may be electronic) approved by the Company, together with payment in full (in the manner specified in Section 5(f)) of the exercise price for the number of shares for which the Option is exercised. Ordinary Shares subject to the Option will be delivered by the Company as soon as practicable following exercise.

(f) **Payment Upon Exercise.** Ordinary Shares purchased upon the exercise of an Option granted under the Plan shall be paid for as follows:

(1) By wire transfer, in cash or by check, payable to the order of the Company;

(2) except as may otherwise be provided in the applicable Option agreement or approved by the Board, in its sole discretion, by (i) delivery of an irrevocable and unconditional undertaking by a creditworthy broker to deliver promptly to the Company sufficient funds to pay the exercise price and any required tax withholding or (ii) delivery by the Participant to the Company of a copy of irrevocable and unconditional instructions to a creditworthy broker to deliver promptly to the Company cash or a check sufficient to pay the exercise price and any required tax withholding;

(3) to the extent provided for in the applicable Option agreement or approved by the Board, in its sole discretion, by delivery (either by actual delivery or attestation) of Ordinary Shares owned by the Participant valued at their Fair Market Value, provided (i) such method of payment is then permitted under applicable law, (ii) such Ordinary Shares, if acquired directly from the Company, were owned by the Participant for such minimum period of time, if any, as may be established by the Board in its discretion and (iii) such Ordinary Shares are not subject to any repurchase, forfeiture, unfulfilled vesting or other similar requirements;

(4) to the extent provided for in the applicable Share Option agreement or approved by the Board in its sole discretion, by delivery of a notice of “net exercise” to the Company, as a result of which the Participant would receive (i) the number of shares underlying the portion of the Option being exercised, less (ii) such number of shares as is equal to (A) the aggregate exercise price for the portion of the Option being exercised divided by (B) the Fair Market Value on the date of exercise;

(5) to the extent permitted by applicable law and provided for in the applicable Option agreement or approved by the Board, in its sole discretion, by payment of such other lawful consideration as the Board may determine; or

(6) by any combination of the above permitted forms of payment.

6. Share Appreciation Rights

(a) General. The Board may grant Awards consisting of share appreciation rights (“**SARs**”) entitling the holder, upon exercise, to receive an amount of Ordinary Shares or cash or a combination thereof (such form to be determined by the Board) determined by reference to appreciation, from and after the date of grant, in the Fair Market Value of an Ordinary Share over the measurement price established pursuant to Section 6(b). The date as of which such appreciation is determined shall be the exercise date.

(b) Measurement Price. The Board shall establish the measurement price of each SAR and specify it in the applicable SAR agreement. The measurement price shall not be less than 100% of the Fair Market Value on the date the SAR is granted; provided that if the Board approves the grant of a SAR effective as of a future date, the measurement price shall be not less than 100% of the Fair Market Value on such future date.

(c) Duration of SARs. Each SAR shall be exercisable at such times and subject to such terms and conditions as the Board may specify in the applicable SAR agreement; provided, however, that no SAR will be granted with a term in excess of 10 years.

(d) Exercise of SARs. SARs may be exercised by delivery to the Company of a notice of exercise in a form (which may be electronic) approved by the Company, together with any other documents required by the Board.

7. Restricted Shares; Restricted Share Units

(a) General. The Board may grant Awards entitling recipients to acquire Ordinary Shares (“**Restricted Shares**”), subject to the right of the Company to repurchase all or part of such shares at their issue price or other stated or formula price (or to require forfeiture of such shares if issued at no cost) from the recipient in the event that conditions specified by the Board in the applicable Award are not satisfied prior to the end of the applicable restriction period or periods established by the Board for such Award. The Board may also grant Awards entitling the recipient to receive Ordinary Shares or cash to be delivered at the time such Award vests (“**Restricted Share Units**”) (Restricted Shares and Restricted Share Units are each referred to herein as a “**Restricted Share Award**”).

(b) Terms and Conditions for All Restricted Share Awards. The Board shall determine the terms and conditions of a Restricted Share Award, including the conditions for vesting and repurchase (or forfeiture) and the issue price, if any.

(c) Additional Provisions Relating to Restricted Shares.

(1) Dividends. Unless otherwise provided in the applicable Award agreement, any dividends (whether paid in cash or shares) declared and paid by the Company with respect to shares of Restricted Shares (“**Accrued Dividends**”) shall be paid to the Participant only if and when such shares become free from the restrictions on transferability and forfeitability that apply to such shares. Each payment of Accrued Dividends will be made no later than the end of the calendar year in which the dividends are paid to shareholders of that class of shares or, if later, the 15th day of the third month following the lapsing of the restrictions on transferability and the forfeitability provisions applicable to the underlying shares of Restricted Share. For the avoidance of doubt, dividends declared and paid by the Company with respect to Restricted Shares that are subject to performance-based restrictions on transfer and forfeitability shall be paid if and to the extent that the restrictions on transfer and forfeitability with respect to the underlying Restricted Shares lapse, as determined by the Board.

(d) Additional Provisions Relating to Restricted Share Units.

(1) Settlement. Upon the vesting of and/or lapsing of any other restrictions (i.e., settlement) with respect to each Restricted Share Unit, the Participant shall be entitled to receive from the Company the number of shares of Ordinary Shares set forth in the applicable Award agreement or (if so provided in the applicable Award agreement) an amount of cash equal to the Fair Market Value of one of such number of Ordinary Shares. The Board may, in its discretion, provide that settlement of Restricted Share Units shall be deferred, on a mandatory basis or at the election of the Participant in a manner that complies with Section 409A of the Code.

(2) Voting Rights. A Participant shall have no voting rights with respect to any Restricted Share Units.

(3) Dividend Equivalents. The Award agreement for Restricted Share Units may provide Participants with the right to receive an amount equal to any dividends or other distributions declared and paid on an equal number of outstanding Ordinary Shares (“**Dividend Equivalents**”). Dividend Equivalents may be paid currently or credited to an account for the Participant, may be settled in cash and/or Ordinary Shares and may be subject to the same restrictions as the Restricted Share Units with respect to which paid, in each case to the extent provided in the Award agreement. Notwithstanding the foregoing, Dividend Equivalents with respect to Restricted Share Units that are subject to performance-based restrictions shall only be paid if and to the extent that the restrictions with respect to the underlying Restricted Share Units lapse, as determined by the Board.

8. Other Share-Based Awards

(a) General. Other Awards of Ordinary Shares, and other Awards that are valued in whole or in part by reference to, or are otherwise based on, Ordinary Shares or other property, may be granted hereunder to Participants (“**Other Share-Based Awards**”). Such Other Share-Based Awards shall also be available as a form of payment in the settlement of other Awards granted under the Plan or as payment in lieu of compensation to which a Participant is otherwise entitled. Other Share-Based Awards may be paid in Ordinary Shares or cash, as the Board shall determine.

(b) Terms and Conditions. Subject to the provisions of the Plan, the Board shall determine the terms and conditions of each Other Share-Based Award, including any purchase price applicable thereto.

9. Adjustments for Changes in Ordinary Shares and Certain Other Events

(a) Changes in Capitalization. In the event of any share split, share consolidation, share dividend, recapitalization, combination of shares, reclassification of shares, spin-off or other similar change in capitalization or event, or any dividend or distribution to holders of Ordinary Shares other than an ordinary cash dividend, (i) the number and class of securities available under the Plan, (ii) the share counting rules set forth in Section 4(a), (iii) the number and class of securities and exercise price per share of each outstanding Option, (iv) the share and per-share provisions and the measurement price of

each outstanding SAR, (v) the number of shares subject to and the repurchase price per share subject to each outstanding Restricted Share Award and (vi) the share and per-share-related provisions and the purchase price, if any, of each outstanding Restricted Share Unit or Other Share-Based Award, shall be equitably adjusted by the Company (or substituted Awards may be made, if applicable) in the manner determined by the Board. Without limiting the generality of the foregoing and subject to compliance with Section 409A of the Code, if applicable, in the event the Company effects a split of the Ordinary Shares by means of a share dividend and the exercise price of and the number of shares subject to an outstanding Option are adjusted as of the date of the distribution of the dividend (rather than as of the record date for such dividend), then an optionee who exercises an Option between the record date and the distribution date for such share dividend shall be entitled to receive, on the distribution date, the share dividend with respect to the Ordinary Shares acquired upon such Option exercise, notwithstanding the fact that such shares were not outstanding as of the close of business on the record date for such share dividend.

(b) Reorganization Events.

(1) Definition. A “**Reorganization Event**” shall be deemed to have occurred upon any of the following events:

(A) any person or other entity (other than any of the Company’s subsidiaries or any employee benefit plan sponsored by the Company or any of its subsidiaries), including any person as defined in Section 13(d)(3) of the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”), becomes the beneficial owner, as defined in Rule 13d-3 under the Exchange Act, directly or indirectly, of more than 50% of the total combined voting power of all classes of capital stock of the Company normally entitled to vote for the election of directors of the Company (the “Voting Stock”);

(B) consummation of the sale of all or substantially all of the property or assets of the Company; or

(C) consummation of a consolidation or merger of the Company with another corporation (other than with any of the Company’s subsidiaries), which results in the stockholders of the Company immediately before the occurrence of the consolidation or merger owning, in the aggregate, less than 51% of the Voting Stock of the surviving entity.

Notwithstanding the foregoing, the Board may provide for a different definition of “Change in Control” in an Award agreement if it determines that such different definition is necessary or appropriate, including without limitation, to comply with the requirements of Section 409A of the Code.

(2) Consequences of a Reorganization Event on Awards.

(A) In connection with a Reorganization Event where the Company is not the surviving corporation (or survives only as a subsidiary of another corporation), unless the Board determines otherwise, all outstanding Awards that are not exercised or paid at the time of the Reorganization Event shall be assumed by, or replaced with Awards that have comparable terms by, the surviving corporation (or a parent or subsidiary of the surviving corporation). After a Reorganization Event, references to the “Company” as they relate to employment matters shall include the successor employer, unless the Board provides otherwise.

(B) Unless the Award agreement provides otherwise, if a Participant’s employment or other service is terminated by the Company without cause (as determined by the Board) upon or within 12 months following a Reorganization Event, the Participant’s outstanding Awards shall become fully exercisable and any restrictions on such Awards shall lapse as of the date of such termination; provided that if the restrictions on any such Awards is based, in whole or in part, on performance, the applicable Award agreement shall specify how the portion of the Award that becomes vested pursuant to this Section 9(b)(2) shall be calculated.

(C) In connection with a Reorganization Event, if all outstanding Awards are not assumed by, or replaced with Awards that have comparable terms by, the surviving corporation (or a parent or subsidiary of the surviving corporation), the Board may take any one or more of the following actions as to all or any (or any portion of) outstanding Awards on such terms as the Board determines without the consent of any Participant (except to the extent specifically provided otherwise in an applicable Award agreement or another agreement between the Company and the Participant): (i) upon written notice to a Participant, provide that all of the Participant’s unexercised and/or unvested Awards will terminate immediately prior to the consummation of such Reorganization Event unless exercised by the Participant (to the extent then exercisable) within a specified period following the date of such notice, (ii) provide that outstanding Awards shall become exercisable, realizable, or deliverable, or restrictions applicable to an Award shall lapse, in whole or in part prior to or upon such Reorganization Event, (iii) in the event of a Reorganization Event under the terms of which holders of Ordinary Shares will receive upon consummation thereof a cash payment for each share surrendered in the Reorganization Event (the “**Acquisition Price**”), make or provide for a cash payment to Participants with respect to each Award held by a Participant equal to (I) the number of shares of Ordinary Shares subject to the vested portion of the Award (after giving effect to any acceleration of vesting that occurs upon or immediately prior to such Reorganization Event) multiplied by (II) the excess, if any, of (x) the Acquisition Price over (y) the exercise, measurement or purchase price of such Award and any applicable tax withholdings, in exchange for the termination of such Award, (iv) provide that, in connection with a liquidation or dissolution of the Company, Awards shall convert into the right to receive liquidation proceeds (if applicable, net of the exercise, measurement or purchase price thereof and any applicable tax withholdings) and (v) any combination of the foregoing. In taking any of the actions permitted under this Section 9(b)(2), the Board shall not be obligated by the Plan to treat all Awards, all Awards held by a Participant, or all Awards of the same type, identically. Such surrender, termination or payment shall take place as of the date of the Reorganization Event or such other date as the Board may specify. Without limiting the foregoing, (1) if the per share Acquisition Price does not exceed the per share Option exercise price or SAR measurement price, as applicable, the Company shall not be required to make any payment to the Participant upon surrender of the Option or SAR and (2) upon the occurrence of a Reorganization Event involving the liquidation or dissolution of the Company, except to the extent specifically provided to the contrary in the instrument evidencing any Restricted Shares or any other agreement between a Participant and the Company, all restrictions and conditions on all Restricted Shares then outstanding shall automatically be deemed terminated or satisfied.

(D) Notwithstanding the foregoing in this Section 9(b)(2), in the case of outstanding Restricted Share Units that are subject to Section 409A of the Code: (i) if the applicable Restricted Share Unit agreement provides that the Restricted Share Units shall be settled upon a “change in control event”

within the meaning of U.S. Treasury Regulation Section 1.409A-3(i)(5)(i), and the Reorganization Event constitutes such a “change in control event”, then no assumption or substitution shall be permitted pursuant to Section 9(b)(2)(A) and the Restricted Share Units shall instead be settled in accordance with the

terms of the applicable Restricted Share Unit agreement; and (ii) the Board may only undertake the actions set forth in clauses (ii), (iii) or (iv) of Section 9(b)(2)(C) if the Reorganization Event constitutes a “change in control event” as defined under U.S. Treasury Regulation Section 1.409A-3(i)(5)(i) and such action is permitted or required by Section 409A of the Code; if the Reorganization Event is not a “change in control event” as so defined or such action is not permitted or required by Section 409A of the Code, and the acquiring or succeeding corporation does not assume or substitute the Restricted Share Units pursuant to Section 9(b)(2)(A), then the unvested Restricted Share Units shall terminate immediately prior to the consummation of the Reorganization Event without any payment in exchange therefor.

(E) For purposes of Section 9(b)(2)(A), an Award (other than Restricted Shares) shall be considered assumed if, following consummation of the Reorganization Event, such Award confers the right to purchase or receive pursuant to the terms of such Award, for each Ordinary Share subject to the Award immediately prior to the consummation of the Reorganization Event, the consideration (whether cash, securities or other property) received as a result of the Reorganization Event by holders of Ordinary Shares for each Ordinary Share held immediately prior to the consummation of the Reorganization Event (and if holders were offered a choice of consideration, the type of consideration chosen by the holders of a majority of the outstanding Ordinary Shares); provided, however, that if the consideration received as a result of the Reorganization Event is not solely ordinary shares or common stock of the acquiring or succeeding corporation (or an affiliate thereof), the Company may, with the consent of the acquiring or succeeding corporation, provide for the consideration to be received upon the exercise or settlement of the Award to consist solely of such number of ordinary shares or common stock of the acquiring or succeeding corporation (or an affiliate thereof) that the Board determined to be equivalent in value (as of the date of such determination or another date specified by the Board) to the per share consideration received by holders of outstanding Ordinary Shares as a result of the Reorganization Event.

10. General Provisions Applicable to Awards

(a) Transferability of Awards. Awards shall not be sold, assigned, transferred, pledged or otherwise encumbered by the person to whom they are granted, either voluntarily or by operation of law, except by will or the laws of descent and distribution applicable to such Participant or, other than in the case of an Incentive Share Option, pursuant to a qualified domestic relations order, and, during the life of the Participant, shall be exercisable only by the Participant; provided, however, that the Board may permit or provide in an Award for the gratuitous transfer of the Award by the Participant to or for the benefit of any immediate family member, family trust or other entity established for the benefit of the Participant and/or an immediate family member thereof if the Company would be eligible to use a Form S-8 under the Securities Act for the registration of the sale of the Ordinary Shares subject to such Award to such proposed transferee; provided further, that the Company shall not be required to recognize any such permitted transfer until such time as such permitted transferee shall, as a condition to such transfer, deliver to the Company a written instrument in form and substance satisfactory to the Company confirming that such transferee shall be bound by all of the terms and conditions of the Award. References to a Participant, to the extent relevant in the context, shall include references to authorized transferees. For the avoidance of doubt, nothing contained in this Section 10(a) shall be deemed to restrict a transfer to the Company.

(b) Documentation. Each Award shall be evidenced in such form (written, electronic or otherwise) as the Board shall determine. Each Award may contain terms and conditions in addition to those set forth in the Plan.

(c) Board Discretion. Except as otherwise provided by the Plan, each Award may be made alone or in addition or in relation to any other Award. The terms of each Award need not be identical, and the Board need not treat Participants uniformly.

(d) Termination of Status. The Board shall determine the effect on an Award of the disability, death, termination or other cessation of employment, authorized leave of absence or other change in the employment or other status of a Participant and the extent to which, and the period during which, the Participant, or the Participant’s legal representative, conservator, guardian or Designated Beneficiary, may exercise rights under the Award. **“Designated Beneficiary”** means (i) the beneficiary designated, in a manner determined by the Board, by a Participant to receive amounts due or exercise rights of the Participant in the

event of the Participant’s death or (ii) in the absence of an effective designation by a Participant, the Participant’s estate.

(e) Withholding. The Participant must satisfy all applicable Dutch, United States and other applicable national, federal, state, and local or other income, national insurance, social and employment tax withholding obligations before the Company will deliver or otherwise recognize ownership of Ordinary Shares under an Award. The Company may decide to satisfy the withholding obligations through additional withholding on salary or wages. If the Company elects not to or cannot withhold from other compensation, the Participant must pay the Company the full amount, if any, required for withholding or have a broker tender to the Company cash equal to the withholding obligations. Payment of withholding obligations is due before the Company will issue any shares on exercise, vesting or release from forfeiture of an Award or at the same time as payment of the exercise or purchase price, unless the Company determines otherwise. If provided for in an Award or approved by the Board in its sole discretion, a Participant may satisfy such tax obligations in whole or in part by delivery (either by actual delivery or attestation) of Ordinary Shares, including shares retained from the Award creating the tax obligation, valued at their Fair Market Value; provided, however, except as otherwise provided by the Board, that the total tax withholding where shares are being used to satisfy such tax obligations cannot exceed the Company’s minimum statutory withholding obligations (based on minimum statutory withholding rates for Dutch, United States and other applicable national, federal and state tax purposes, including payroll taxes, that are applicable to such supplemental taxable income). Shares used to satisfy tax withholding requirements cannot be subject to any repurchase, forfeiture, unfulfilled vesting or other similar requirements.

(f) Amendment of Award. Subject to Section 11(c), the Board may amend, modify or terminate any outstanding Award, including but not limited to, substituting therefor another Award of the same or a different type, changing the date of exercise or realization, and converting an Incentive Share Option to a Share Option. The Participant’s consent to such action shall be required unless (i) the Board determines that the action, taking into account any related action, does not materially and adversely affect the Participant’s rights under the Plan or (ii) the change is permitted under Section 9.

(g) Conditions on Delivery of Ordinary Shares. The Company will not be obligated to deliver any Ordinary Shares pursuant to the Plan or to remove restrictions from shares previously issued or delivered under the Plan until (i) all conditions of the Award have been met or removed to the satisfaction of the Company, (ii) in the opinion of the Company’s counsel, all other legal matters in connection with the issuance and delivery of such shares have been satisfied, including any applicable securities laws and regulations and any applicable stock exchange or stock market rules and regulations, and (iii) the Participant has executed and delivered to the Company such representations or agreements as the Company may consider appropriate to satisfy the requirements of any applicable laws, rules or regulations.

(h) Acceleration. Notwithstanding Section 10(i), the Board may at any time provide that any Award shall become immediately exercisable in whole or in part, free of some or all restrictions or conditions, or otherwise realizable in whole or in part, as the case may be.

(i) Minimum Vesting. Awards granted under the Plan shall vest or become exercisable over a period that is not less than one year from the date of grant. Subject to any adjustments made in accordance with Section 9(a) above, up to 5% of the Ordinary Shares subject to the share reserve set forth in Section 4(a)(1) may be granted without regard to the minimum vesting requirement of this Section 10(i).

11. Miscellaneous

(a) No Right To Employment or Other Status. No person shall have any claim or right to be granted an Award by virtue of the adoption of the Plan, and the grant of an Award shall not be construed as giving a Participant the right to continued employment or any other relationship with the Company. The Company expressly reserves the right at any time to dismiss or otherwise terminate its relationship with a Participant free from any liability or claim under the Plan, except as expressly provided in the applicable Award. This Plan will not be considered a part of any employment agreement in force between the Participant and the Company and/or a group company. The grant of an Award does not qualify as an employment condition and shall not be included in the calculation of any severance payment or any other payments in connection with the Participant's employment agreement or the termination thereof. The granting of an Award or the vesting thereof does not in any way affect the scope or level of the Participant's pension rights, pension entitlements and/or of

any other entitlements vis-a-vis the Company and/or a group company. The granting of an Award is at the sole discretion of the Board and does not entitle the Participant to any future Awards.

(b) No Rights As Shareholder. Subject to the provisions of the applicable Award, no Participant or Designated Beneficiary shall have any rights as a shareholder with respect to any Ordinary Shares to be distributed with respect to an Award until becoming the record holder of such shares.

(c) No Repricing. Except in connection with a corporate transaction involving the Company (including, without limitation, any stock dividend, distribution (whether in the form of cash, Ordinary Shares, other securities or property), stock split, extraordinary cash dividend, recapitalization, change in control, reorganization, merger, consolidation, split-up, spin-off, combination, repurchase or exchange of Ordinary Shares or other securities, or similar transactions), the Company may not, without obtaining shareholder approval, (i) amend the terms of outstanding Options or SARs to reduce the exercise price of such outstanding Options or measurement price of such SARs, (ii) cancel outstanding Options or SARs in exchange for Options or SARs with an exercise price or measurement price, as applicable, that is less than the exercise price or measurement price of the original Options or SARs or (iii) cancel outstanding Options or SARs with an exercise price or measurement price, as applicable, above the current stock price in exchange for cash or other securities.

(d) Effective Date and Term of Plan. The Plan became effective on January 9, 2014, which is the date the Plan is approved by the Company's shareholders (the "**Effective Date**"). No Awards shall be granted under the Plan after the expiration of 10 years from the Effective Date, but Awards previously granted may extend beyond that date.

(e) Amendment of Plan. Subject to Section 11(c), the Board may amend, suspend or terminate the Plan or any portion thereof at any time provided that no amendment that would require shareholder approval under the rules of the NASDAQ Stock Market may be made effective unless and until the Company's shareholders approve such amendment. In addition, if at any time the approval of the Company's shareholders is required as to any other modification or amendment under Section 422 of the Code or any successor provision with respect to Incentive Share Options, the Board may not effect such modification or amendment without such approval. Unless otherwise specified in the amendment, any amendment to the Plan adopted in accordance with this Section 11(e) shall apply to, and be binding on the holders of, all Awards outstanding under the Plan at the time the amendment is adopted, provided the Board determines that such amendment, taking into account any related action, does not materially and adversely affect the rights of Participants under the Plan. No Award shall be made that is conditioned upon shareholder approval of any amendment to the Plan unless the Award provides that (i) it will terminate or be forfeited if shareholder approval of such amendment is not obtained within no more than 12 months from the date of grant and (ii) it may not be exercised or settled (or otherwise result in the issuance of Ordinary Shares) prior to such shareholder approval.

(f) Authorization of Sub-Plans. The Board may from time to time establish one or more sub-plans under the Plan for purposes of satisfying applicable securities, tax or other laws of various jurisdictions. The Board shall establish such sub-plans by adopting supplements to the Plan containing (i) such limitations on the Board's discretion under the Plan as the Board deems necessary or desirable or (ii) such additional terms and conditions not otherwise inconsistent with the Plan as the Board shall deem necessary or desirable. All supplements adopted by the Board shall be deemed to be part of the Plan, but each supplement shall apply only to Participants within the affected jurisdiction and the Company shall not be required to provide copies of any supplement to Participants in any jurisdiction which is not the subject of such supplement.

(g) Compliance with Section 409A of the Code. Except as provided in individual Award agreements initially or by amendment, if and to the extent (i) any portion of any payment, compensation or other benefit provided to a Participant pursuant to the Plan in connection with his or her employment termination constitutes "nonqualified deferred compensation" within the meaning of Section 409A of the Code and (ii) the Participant is a specified employee as defined in Section 409A(a)(2)(B)(i) of the Code, in each case as determined by the Company in accordance with its procedures, by which determinations the Participant (through accepting the Award) agrees that he or she is bound, such portion of the payment, compensation or other benefit shall not be paid before the day that is six months plus one day after the date of "separation from service" (as determined under Section 409A of the Code) (the "**New Payment Date**"), except as Section 409A of the Code may then permit. The aggregate of any payments that otherwise would have been paid to the Participant during the period between the date of separation from service and the New Payment Date shall be paid to the Participant in a lump sum on such New Payment Date, and any remaining payments will be paid on their original schedule.

The Company makes no representations or warranty and shall have no liability to the Participant or any other person if any provisions of or payments, compensation or other benefits under the Plan are determined to constitute nonqualified deferred compensation subject to Section 409A of the Code but do not to satisfy the conditions of that section.

(h) Limitations on Liability. Notwithstanding any other provisions of the Plan, no individual acting as a supervisory director, managing director, employee or agent of the Company will be liable to any Participant, former Participant, spouse, beneficiary, or any other person for any claim, loss, liability, or expense incurred in connection with the Plan, nor will such individual be personally liable with respect to the Plan because of any contract or other instrument he or she executes in his or her capacity as a supervisory director, managing director, employee or agent of the Company. The Company will indemnify and hold harmless each supervisory director, managing director, employee or agent of the Company to whom any duty or power relating to the

administration or interpretation of the Plan has been or will be delegated, against any cost or expense (including attorneys' fees) or liability (including any sum paid in settlement of a claim with the Board's approval) arising out of any act or omission to act concerning the Plan unless arising out of such person's own fraud or bad faith.

(i) Data Protection. The Participant hereby fully consents to the processing and transfer of all relevant data in the context of the administration of this Plan and the Award Agreement. The Participant shall keep the Company fully informed of any changes in the relevant data.

(j) Share Trading, Recoupment and Other Policies. All Awards made under the Plan shall be subject to any applicable clawback and recoupment policies, share trading policies and other policies that may be implemented by the Board from time to time, including, without limitation, the Company's right to recover Awards, Ordinary Shares or any gains upon the sale of Ordinary Shares issued under the Plan in the event of a financial restatement due in whole or in part to fraud or misconduct by one or more of the Company's executives or in the event a Participant violates any applicable restrictive covenants in favor of the Company to which the Participant is subject.

(k) Governing Law. The provisions of the Plan and all Awards made hereunder shall be governed by and interpreted in accordance with the laws of the Netherlands, excluding choice-of-law principles of the law of such state that would require the application of the laws of a jurisdiction other than the Netherlands. Any disputes arising out of or in connection with the Plan shall, to the extent permitted by law, be submitted exclusively to the competent court of Amsterdam, the Netherlands.



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

Date: 14 June 2018

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

Dear Sir, Madam,

1. Introduction

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

2. Definitions

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

3. Dutch Law

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

4. Scope of investigation

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

- 4.1 the Equity Award Documentation;
- 4.2 the Registration Statement;

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

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

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

5. Assumptions

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

- 5.1 all copies of documents conform to the originals and that all originals are authentic and complete;
- 5.2 each signature is the genuine signature of the individual concerned;
- 5.3 the equity award documentation as executed by the parties thereto conforms to the Equity Award Documentation;
- 5.4 all factual matters, statements in documents, confirmations and other results of our investigation, relied upon or assumed herein, are true and accurate as at the date of this opinion letter;
- 5.5 the Registration Statement has been or will be filed with the SEC in the form referred to in this opinion letter;

- 5.6 the issue of any Shares or of any rights to acquire Shares has been or will be validly authorised in accordance with the articles of association of the Company in force and effect at the time of authorisation;
- 5.7 any pre-emptive rights in respect of the issue of any Shares or of any rights to acquire Shares have been or will be observed or validly excluded in accordance with the articles of association of the Company in force and effect at the time of observance or exclusion;
- 5.8 the authorised share capital of the Company at the time of the issue of any Shares was or will be sufficient to allow for the issue;
- 5.9 any Shares have been or will be (i) issued in the form and manner prescribed by the articles of association of the Company in force and effect at the time of issue, and (ii) accepted by the

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subscribers for them in accordance with all applicable laws (including, for the avoidance of doubt, Dutch Law); and

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

6. Opinion

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

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

7. Reliance

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

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

Yours faithfully,

/s/ Rutgers Posch Visée Endedijk N.V.

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

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Annex 1

Definitions

“**2014 Plan**” means the 2014 share incentive plan of the Company, as amended;

“**Articles of Association**” means the articles of association (*statuten*) of the Company, dated 15 June 2017, as deposited with the Chamber of Commerce;

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

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

“**Company Certificate**” means the certificate dated 14 June 2018 attached as Annex 2 (Company Certificate) hereto;

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

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

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

performance share unit agreement to be entered into between the Company and a participant, with document number EU1/90093673.2;

“**Extract**” means an extract from the trade register of the Chamber of Commerce relating to the Company, dated 14 June 2018;

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

“**Purchase Plan**” means the employee share purchase plan of the Company;

“**Shares**” means the 3,000,000 ordinary shares in the share capital of the Company with a nominal value of EUR 0.05 each, issued or to be issued by the Company under the 2014 Plan and the 150,000 ordinary shares in the share capital of the Company with a nominal value of EUR 0.05 each, issued or to be issued by the Company under the Purchase Plan and pursuant to the Registration Statement;

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

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

“**Resolutions**” means the resolutions of the general meeting of shareholders of the Company set out in the notice convening, and the voting results of, the annual general meeting of shareholders of the Company held on 13 June 2018;

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

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

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Annex 2

Company Certificate

From: the executive director of uniQure N.V.

Dated: 14 June 2018

The undersigned:

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

Background:

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

1. Construction

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

2. Certification

The undersigned certifies the following:

- 2.1 Authenticity

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

- 2.2 Solvency

and its assets are not under administration.

2.3 Issue

The number of ordinary shares in the share capital of the Company with a nominal value of EUR 0.05 each issued or to be issued under the 2014 Plan and pursuant to the Registration Statement will not exceed a maximum of 8,601,471.

2.4 General

The undersigned is not aware of:

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

3. Reliance

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

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

Matthew Kapusta

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in this Registration Statement on Form S-8 of uniQure N.V. of our report dated March 14, 2018 relating to the financial statements, which appears in uniQure N.V.'s Annual Report on Form 10-K for the year ended December 31, 2017.

Amsterdam, 14 June 2018

PricewaterhouseCoopers Accountants N.V.

/s/ R.M.N. Admiraal RA

R.M.N. Admiraal RA
